

1885-018 Chancery Cause: Andrew M. Ely for & vs. William W. Sage & Lee Co.

Hagan, Maness, Belamy, Milbourn, Dalton, Branyier, Young, C. Yang & Sons], Holdway, Morison, Holdway & Morison], Campbell, Tate, Muncy, Zion, Fulkerson, Loyd, Arey, Morgan, Carnes, Fannon, Surgenor, Bailey, Miller, Levacy, Bundy, Whitehead, Wynn, Dickinson, Hambley, Mileham, Chandler, Richmond, Stickley, Richmond & Co], Daugherty, Beaty, Daugherty & Beaty], Yerabe, Cumbo, West, Hammond, Worley, Waller, Belcher, Bevin, Taylor, Anderson, McPherson, Hickam, Baker, Pridemore

CA-Debt
T-Property

-Deed

(4)

To the Honorable, John A. Kelly Judge of the circuit court of Lee County Virginia -

Your orator Andrew M. Ely surviving administrator of himself and personal representative of James A. Ely deceased, who sues for the benefit of Patrick Hagan.

Humbly complaining sheweth unto your Honor that at the August term 1871, of this Honorable court your orator as administrator as aforesaid obtained judgment against one William W. Sage of this County for the sum of \$3112.28, the aggregate penalties of certain injunction bonds, sued on - to be discharged however by the payment of \$1153.13, with interest on \$734.54, from the first day of August 1866, and \$ the costs thereof. The residue of said judgment or \$418.49, would by operation of law bear interest from the date of the verdict and judgment.

Fi fa and return.

Transcript of Judgment Exhibit "A"

Copies of fi fa Exhibit "B"

Upon this judgment executions were issued and one was placed in the hands of William W. Anderson : deputy for C. L. Hamblin; and one in the hands of said Hamblin high sheriff; and each of them have been returned by said officers enclosed "No property found &c". A transcript of said judgment from the execution book and the enclosures of said officers will be found filed, herewith marked "A" and is prayed to be considered as part hereof.

Copies of said fi fas will also be found herewith filed, marked B. and they are prayed to be considered with this bill.

This said judgment, as appears by a transcript from the judgment lien book kept in said office, and which will be found attached to Exhibit "A", and is prayed to be considered herewith, was duly entered on said book so as to constitute a continuing lien from the date of its rendition.

(2)
in all real estate, then or thereafter owned by said William
W. Sage, till discharged.

Assignment

Your orator having made a full and final settlement
of his decedent's estate, and fully paid all debts and dis-
tributes of the same, out of his own funds the said Judge-
ment, became the property of your orator, he therefore
on the said 18th day of May 1871 assigned the same to one
William W. Anderson, but this trade was afterwards
canceled, and said Judgement re-sold to your orator -
but the same was not then re-assigned - and afterwards
your orator for a valuable consideration again sold
the same to the beneficiary plaintiff Patrick Hagan &
afterward to wit on the day of 1875, the said Ande-
sen at your orator's request assigned his interest which
was only formal, to said Hagan. All of which
fully appears by the paper heretofore referred to as
Exhibit "A"

Non Payment.

Your orator now alleges that the said Judgement
nor no part thereof has ever been paid by the said Sage
to your orator, the said William W. Anderson or the
said Patrick Hagan, but the same and every part
thereof is now due your orator's assignee Hagan.

The said William W. Sage, was at the date of the
 rendition, and docketing of said Judgement the owner in
 fee of seven tracts or parcels of land situated in this
 country on the South side of Wallen's Ridge and north side
 of Powell's Mountain, on the waters of Wallen's Creek some
 six or eight miles South East from the Court House
 and six of them one or nearly adjoining each other -
 The other situated on the north side of Powell's Mountain
 is some 14 miles East of the Court House, and near
 the village of Stickley's Ville:

(3)

Real Estate

No of Tracts

7

Deed of
Trust
Exhibit "C"

For convenience of description, and future reference your
orator will number these several Tracts - No 1, Contains 210,
acres, conveyed Joel M. Hargreaves - No 2, is a small piece
of 39 acres and conveyed by Meriam Sprad - No 3 contains
about 50 acres and was conveyed by Henry S. Hargreaves
now deceased. No 4 consists of about one hundred acres
conveyed by William Parsons and wife - No 5 an other
one hundred acre tract, was conveyed by Ira F. Spinklee
No 6, the home place consists of 70 acres, conveyed by
the heirs of Benjamin Dickinson deceased - and all
conveyed to said William W. Sage. No 7, contains 40
acres and was patented to said William W. Sage and James
W. Sage, the latter having conveyed his moiety to the said
William W. - These said seven tracts are sufficiently but
not accurately described, in a pretended deed of Trust
executed by said William W. Sage to Meriam H. Brashier
Trustee on the 11th day of May 1871 - A copy of which will
be found herewith filed marked "C" and is prayed to be
inspected and considered herewith, as fully as if set
out at large - By a comparison of the exhibits herein
before mentioned it will fully appear that your orators
Judgement was rendered on the 18th day of May 1871
and placed upon the Judgement lien book on the next
the 17th May 1871. - On the 11th day of May five days
before and only two days before the commencement of
the term at which said Judgement was rendered, the
said William W. Sage executed and recorded the paper
referred to as a pretended deed of Trust, and by which
he undertook to convey, to the said Meriam H. Brashier
Trustee, the said several tracts of land hereinbefore named and
numbered, and said pretended deed more fully set out, so
secure as their alleged, various creditors, and the sums therein
stated, Many of said creditors, ^{as} counsel, and others is in fact

(4).

Personal
property

In the same paper, exhibit "C" the said grantor, pretends to convey a large amount of personal property therein fully described, he also named some debts due him of which more hereafter.

County Claims

Your orator alleges that many of the debts in said paper "C" mentioned, are and were at the time fictitious or at least not properly due from said Sage -

That others the County claims especially, were only due from him as tax collector for the year 1870 and was afterwards paid by him or his deputies out of the County funds then in their hands.

Various Creditors
as in deed of
Trust.

The several creditors named and alluded to in said pretended deed of Trust, and the amounts as therein stated due to each is as follows viz:

To E. Young Robert D Young and David Young late merchants and partners, trading under the firm style and name of "E. Young & sons" the sum of \$300.00

To Henry W. Holdaway and A. S. K. Merison lawyers and partners practicing under the firm of Holdaway & Merison,

in the sum of \$25.00. To Joseph T. Campbell in the sum of \$160. To Howard, Maness and John M. Tate in the sum

of about \$1800. To James J. Muncy administrator of the estate of John deceased in the sum of \$150. (This name

is stated in said deed as Mr J. Muncy but should be as your orator alleges James J.) To Archibald L. Hulkever in about

the sum of \$160. To Joseph Belamy in about \$50. To James

T. Lloyd administrator of the estate of John Dry deceased in the sum of \$70. To George B. and Beon (Henry B.) Milbome

\$600. To Henry J. Morgan administrator of the estate of William Lewis deceased \$130 To Thomas Hamon in about

the sum of \$170. To A. R. Sargenter, and others said Sages securities in his official bond as tax collector for

Securities on
Tax bonds of 1870

Securities as
Constable for
1858 & 1859

for the Year 1870 - amount not stated. These securities are the following named persons viz: S. R. Sargenter John Milburne S. J. Bailey, William P. Miller, S. H. Levacy, William W. Levacy Daniel S. Dickinson who has since departed this life intestate and Charles L. Hamblin has qualified as his administrator, Stephen S. Sargenter, Joseph A. Bunch, John M. Whithead, John W. Bailey, P. H. Levacy, & M. E. Alexander Mynn and Jonathan Dalton - There is also alleged to be due by him certain amounts to his securities in his official bond as Constable for the years 1858 and 1859. These securities your orator alleges are Russell H. Milburn James Chandler and the said William P. Miller.

The said Sage then sets out a long list of what he terms County claims and to whom due, from himself; but your orator alleges that all of these claims were due from him as tax collector for the year 1870, and were afterwards paid by him and his deputies, out of the levy in their hands belonging to the County of Lee, these unnamed creditors however and the amounts he in his said pretended trust states them are as follows viz. One due to William R. Graham for the benefit of Henry J. Morgan for \$200. One due M. D. Richmond and Wright Stickley late merchants and partners trading under the firm style & name of M. D. Richmond & Co amounting in the aggregate to \$164.00. One due in the name of M. L. Leachbetter, for the benefit of Charles Daugherty surviving partner of himself and John M. Beatty deceased late merchants and partners trading under the firm style and name of Daugherty & Beatty, for \$50. one to Joseph Venable (who has since departed this life intestate and his estate has been committed for administration to the hands of Thomas J. Ely Sheriff of Lee County, for \$250 To Thomas L. Cumbo \$39.00. To John B. West,

(6)

in the sum of \$55.60. To lean Bailey in the sum of \$2650
To Andrew Mulburn \$54. These said claims and all
the debts in said pretended ^{trust} mentioned except one stated
to be due George B. and Boon (Henry B. Milburne, and the
contingent liability of said Sages of said securities have
been fully paid and settled. Said Sage purports to owe
said George B. & Henry B. Milburne \$500, and that they owe him
that sum. That matter stands thus - John P. and
Mary Hammonds, who were and are infants sued
by S. J. Litter their guardian and next friend, and
obtained judgement for about \$600. against said
William W. Sage and James W. Sage their late guardian
this judgement is proper to your orators, the said
William W. Sage being desirous to obtain, and did
obtain a supersedeas to said judgement from one
the judges of the supreme Court of appeals, to enable
him to give said Supersedeas bond, he deposited
with said Henry B. Milburne the said sum of \$500
The said George B. & Henry B. Milburne thereupon became
his securities, and still remain so, the said cause being
still pending; Now if said judgement is reversed
then this debt will be due Sage otherwise, Milburne
claims a right to hold the same to indemnify him; To
meet any contingency of the case your orator has now
pending on the law side of this Honorable Court
suggests, to enforce his execution lien if any he
has or hereafter may have.

Your orator now alleges that said pretended deed
of trust, referred to herein as exhibit "C", was made and
attempted to be executed by said William W. Sage for the
purpose, to hinder delay and defraud your orator in
the collection of his said judgement; but that said Sage

Hammonds
Judgment

Milburne
debt

Charges of
Fraud

Void upon
its face.

Pretended
sale.

and some of the beneficiaries to this effect so declared and informed his said trustee, and that said trustee had full and fair notice of said fraud at the time and before its execution; and this fraud-
^{ulent intent was known at the time of the execution of said trust and before to}
^{S. D. Sanger, Daniel S. Dickinson and other beneficiaries of said trust instrument}
 void as appears upon its face. It defers the day of payment an unreasonable length of time seven years - and assumes to provide for the power of the said sage to control absolutely the trust subject, and apply the same, to any debts he may prefer. It then assumes to give him the said sage, full and complete power to control, and manage the sales thereof by notice to any one of his creditors, thus putting in his power to wholly defeat your creditor, and the object of said pretended trust - this he actually attempted to do, in pursuance of his original fraud and under the aforesaid pretended power to make sale as he might prefer. For only a few months after the execution of the same he directed the said trustee to advertise, and sell said lands, which the said trustee undertook to do, and so when the day of sale arrived the said trustee offered on court day at the front door of the Court House, the 70 acre or thereabout and the same was purchased in for the unusually low price of \$400, by Robert D. Young of the firm of "E. Young & Sons" He is the brother in law of said sage has never paid one cent therefor, nor did the said sage owe him or E. Young even anything at the time of said sale; and the same was a sham and shift to screen the said sage from the payment of your creditor's claim, and was intended to hinder, delay & defeat him therein. The said trustee then offered the 90 acre Stickleyville tract, for sale and while the same was being offered for sale, and even before

The said Sage, endeavored, to and did collude and fraudulently
 enter into a secret agreement with one Daniel S.
 Dickinson, and Abraham R. Sargenur, and others of his
 securities not known to your orator, whereby they was
 to purchase in said lands for said Sage, and then
 collusion allow him on the payment of a small sum of money
 & fraudulent to retain the same, and this arrangement as the said
 Sargenur & Dickinson are the
 Sage understood } was completed before the sale,
 but signed and made binding, so on the very day the
 land was being offered the said Sage Dickinson Sargenur
 and others not known to your orator withdrew to a
 private room in Court House for completing the
 same, when some disagreement arose, and the said
 William W. Sage failing to get the fraudulent contract in
 in his favor with them, forbid the trustees, to see any
 more lands, stopped the sale, and would not allow him
 to convey the 90 acre tract to said Sargenur who in
 the meantime had purchased the same at the price of
 \$1. This sale, was fraudulent and void, as were the
 sales under it, both being made to hinder, delay and
 defeat the collection of your orator's judgment then
 known to all of said parties.

Your orator now alleges that the creditors under
 said deed of trust never accepted or relied on the
 same, or regarded it in any other way than a fraud,
 an nullity - If they had such creditors would in
 equity as between them and your orator, been bound
 to have resorted to, and have properly taken care of the
 personally thereby attempted to be conveyed - and have
 the same applied to their debts, or so secured by said
 trustee as to be available at the end of said seven
 years - but this they have wholly failed to do and

and have hence become liable therefor, and the same should, as between your orator and them, be placed as a credit on their said debts if yet unpaid.

Who secured

Now it will be observed, that said Sage does not in said pretended trust secure any liabilities directly him or shuff; but only his securities in his last official bond as tax collector for the year 1870. So that any payment, by him out of the trust subject would not be valid, if indeed said trust was binding, unless the same was paid on debts or liabilities so secured thereby - However to show how the

said persisted in his fraudulent acts, your orator states that some time in the Spring of 1872, the said Sage, applied to Henry J. Morgan, to loan him the sum of \$660, which owing to your orator's judgment lien, the said deed of trust then recorded, the said

Worley's deed

Morgan refused to do. He then applied to one James Worley, who executed to said Morgan his bond for the aforesaid sum, and he paid it over to Sage, and in consideration of this loan the said Sage on the 8 day of April 1872, made an executed to said Worley a deed for a portion of the lands embraced in said pretended deed of trust and in which your orator's judgment is and was at the time a lien. A copy of this deed marked "D" will be found herewith filed and is prayed to be considered as part hereof. This deed your orator alleges as to him is void.

Exhibit D.

Your orator further alleges, that at the time and subsequent, to the rendition of said judgment the said William W. Sage, became the equitable owner, by purchase and by fully paying therefor, of two other tracts or parcels of land, not embraced in said exhibit "C" one of which is properly set out and described by an

other lands.

Exhibit "E"

Exhibit "F"

Fraud of
Wm W. Sage
with
Samuel Sage

Wm W. Sage
Bankruptcy

office copy of a deed executed by Gen B. Wallin to ~~Harrison~~ ^{Harrison} Sage herewith filed marked "E". The other is fully set forth and described, by an office copy of a deed executed by Ruth Belcher to said Harrison Sage, also filed herewith marked "F". Both these deeds are prayed to be considered along with this bill. Your orator alleges the said Harrison Sage, to be a young man, the son of the said William W. Sage just arrived at 21 years of age, if even that old, is and was poor, had no means to pay nor did not pay one cent for either said last named farms.

That the same and each of them were the property of the said William W. Sage, that a lien exists thereon in favor of your orator by reason of his judgement.

That said William W. Sage, and Harrison Sage conspired to gether, and had said lands deeded to the latter, to hinder delay and defraud the creditors of the said William W. and especially your orator.

The said William W. Sage having failed in all the aforesaid attempts, to secure and save his property from his just liabilities on or about the day of 1 1872, had recourse to that ancient forum of declining fraudulent and insolvent debtors.

— The Bankrupt Court held for the western district of Virginia — and further your orator followed him, and assisted his discharge therein, on account of his gross and palpable frauds, in the execution of said exhibit "E". The case was fully prepared, by proofs &c and came on to be heard at the June term 1875. At which term the learned judge in his opinion held said pretended deed to be fraudulent upon its face; and moreover that the fraud had been fully proven, — refused the said Sage his discharge

(11).

to per

S S Surgenor
debt

and directed your orator to this Honorable Court as the proper tribunal to enforce his lien - and this accounts for the delay from 1872, in filing this bill.

Your orator thinks proper here to state, that one S. S. Surgenor, one of the said Sage's securities has and holds for said Sage about \$600, collected in the State of Tennessee, and which he pretends to retain to indemnify himself as the security of said Sage, but this is your orator can not state, but call on the said Surgenor to answer.

Question
Judgment
Exhibit "9"

~~George B. Milbourne~~ also states that in March 1873, the auditor of Public Accounts obtained judgment against Wm. A. Sage and his securities, for a large sum of money some \$3300. and this is now a lien on said Sage's real estate. The exact amount of this judgment is not known to your orator but a copy thereof marked "9" will in due time be filed with this bill.

Samuel Bevin
Judgment "11"

and Samuel Bevin of Baltimore has also obtained in this Honorable Court a judgment against said Sage, for the sum of \$. . . a copy of which will be found herewith filed "11" and is prayed to be ~~considered~~ ^{filed} herewith. and these are the only judgment creditors known to your orator. But both of these are subsequent to your orator's said judgment. Now the said real estate owned by said Sage will not in five years, pay and satisfy said judgments nor will they satisfy the same by a sale thereof. Their rents and profits will not in five years pay and satisfy even your orator's judgment. Not even after the application of the debt due (if it is due) from George B. Milbourne and Henry B. Milbourne & S. S. Surgenor.

Object.

The object of this bill therefore is to have enforced the lien of your orators judgement on the lands of the said Sage, herein described and referred to, and in the event the same will not pay your orators claim in five years by their rents and profits, then that the same or so much thereof be sold on a reasonable credit as will pay the same. - To have a decree rendered setting aside, annulling and counting for naught, and holding void the said pretended deed of trust executed by Wm. W. Sage, to Meriam H. Brashier trustee dated May 11th 1871, and herein referred to as exhibit "C" that the said deed herein referred to as exhibited being the of conveyance from said Sage to James Worley, be also set aside and held void, and your orators lien enforced thereagainst. - That the deeds of Helen B. Wallen and Ruth Belcher, be also set aside vacated and held void, and the same held liable to your orators claim, being the two deeds to William W. Sage. That an account be taken of the rents and profits of real estate, and also of the liens there against.

That the fraudulent and sham sale made by said trustee, under the direction of said William W. Sage to Robert D. Young and Abram R. Sargenmer be also set aside vacated and held void. And that all of said lands herein mentioned and referred to or so much thereof as may be necessary, be sold and the proceeds applied to the payment of your orators said judgement. That S. S. Sargenmer answer and state how much is due from him.

To affect all which your orator prays that
 William W. Sage, Meriam H. Brashier trustee
 Prayer com-
 menced -

Prayer
Continued

The Young Robert D. Young, and Daniel Young late merchants
 and partners trading under the firm style and name of "Le
 Young & Sons, Henry W. Holdaway and A. S. K. Merison, lawyers
 and partners practicing under the firm style and name of
 "Holdaway & Merison" Joseph T. Campbell, Herwood Maness
 John M. Tate, James J. Muncy administrator of the estate of
 Giv, deceased, Archelus H. Fulkerson, Joseph Delamy
 James T. Lloyd, administrator of the estate of John Dry
 deceased, George B. Milburne, Henry B. Milburne
 Henry J. Morgan in his own right, and as the admin-
 istrator of the estate of Mr. Carnes deceased, Thomas
 Hammon, A. R. Surgenner, John² Milburne S. J. Bailey
 William⁴ C. Miller, S. H. Levacy, William⁶ W. Levacy Stephen
 S. Surgenner, Joseph H. Bundy, John⁵ M. Whitehead C.
 H. Levacy, A. M. Ely, Alexander Wynn & John¹³ Dalton
 the last named thirteen, being the surviving securities of
 themselves and Daniel S. Dickinson deceased, securities in
 the last official bond of Wm. W. Sage for the collection
 of taxes for the year 1870. Charles L. Hamblin adminis-
 trator of the estate of the said Daniel S. Dickinson deceased
 R. J. Milham, James Chancellor, M. D. Richmond & Wright
 stickley the last two merchants and partners under
 the firm style and name, of "M. D. Richmond & Co", Charles
 Daugherty surviving partner of himself and John M.
 Beatty late merchants and partners, trading under the
 firm style and name of "Daugherty & Beatty", Thomas S.
 Ely sheriff administrator of the estate of Joseph Ven-
 able deceased, Thomas L. Cumbo, John B. West, Can
 Bailey, Archur Milburne, John P. Hammon & Mary
 Hammon, James Worley, Green B. Wallen Ruth
 Belcher, Harrison Sage, Samuel Bevin and William
 H. Taylor Auditor of public accounts, he made
 parties deferrelants to this bill, and answered same on oath

Infants

That a guardian ad litem be appointed to answer and defend John C. and Mary Hamman, who are infants. That Meriam H. Brashier trustee answer whether or not the said Wm W Sage, did not execute to him the deed of Trust dated May 11th 1871, to hinder delay and defraud, your orator from collecting his said judgment; and whether or not the said Sage did not at the time so state to him; and whether the said Wm W. Sage did further say it was necessary to do so before the then approaching term of this Honorable Court as he expected your orator would obtain judgment against him the said Sage. - but further whether or not, the pretended sale made by him to Robert D. Young and A. R. Sargenter, was not also to hinder delay and defraud your orator, that he also answer whether or not the said Wm W Sage did not tell him that he Sage had a secret agreement with A. R. Sargenter Daniel S. Dickinson Robert D. Young and others, that if his said lands were sold he Sage was to have the greater portion thereof; and all and singular every fact he knows in relation to said deed of Trust and the debts therein secured; and every allegation in this bill as fully and fairly as if put to him by way of interrogatories; and that he specially states what became of the personal property, and whether any of said Sages creditors ever required or requested him, to take charge or control thereof. That the said A. R. Sargenter answer and state specially, what agreement he had with said Sage in relation to the sales of his land & property, about which they disagreed on the day of

Interrogatories
to Trustee
Brashier

Interrogatories
to A. R. Sargenter

of the pretended sale to him of the Stickley will tract, that he states fully all that transpired ^{in any other} that day between himself Wm W. Sage Daniel S. Dickinson and others in the room in the court house, ^{in any other place} and what was the origin of the difficulty. ~~That he~~ ^{He} answers positively whether or not William W Sage did not tell him before he executed said pretended deed of trust that he was going to do so to hinder delay and defraud your orator in the collection of his judgment, if not that he states specifically what he did say; and whether or not said Sage did not after the same was executed state that he had executed the same for the purpose to hinder delay and defraud your orator in the collection of his judgment if not what he did say in relation thereto.

Interrogatories
to Sage.

That Wm W Sage answer each and every allegation of this bill fully upon his oath and affirm to him by way of interrogatories, and that he states what was his agreement with Daniel S. Dickinson A. R. Surgermer and others, who they were, and what was the cause of the difference, which one of his creditors he notified before he made said sale who is in the possession of his lands, to whom he now owes debts and their amount, as stated in said fraudulent deed. - How much he owes Robert D. Young, and if he has ever paid him cents for the 70 acre tract. How much he paid for the Green B. Wallen and Ruth Belcher tracts of lands, and how much Harrison Sage paid him when and what in. How much S. S. Surgermer owes him; and whether or not he did not tell Heran W. Brashier trustee, that his object in creating said trust was to get rid of the 2^d judgment.

Interrogatories
to "C. Youngson"

Arthur Auditor,

Harrison
Sage.

and further, what debts did he pay with the money
borrowed from James Worley; and whether or not the
debt to C. Young & Sons was not fully paid at the
and if not has it not since paid or ~~repaid~~ ^{repaid} ~~paid~~ the same.
deed of said trust deed. That Robert D. Gains
C. Gains & David Gains answer and state how much
was due them at the time of the execution of said
trust, and whether the same has not been since
paid by the said Sage, if so when and what in,
That each of the creditors herein answer, and
state, how much is still due them if any and
what was due at the time of said trust, who
and when the same was paid. That the said
Harrison Sage, answer and state, who he purchased
the Green B. Wallen Trust of law from, how much
he paid therefor, when and what in; and that he
make the like answer in reference to the Belcher
Trust. That Green B. Wallen and Ruth Belcher
answer and state, if said ~~W. Sage~~ ^{Harrison Sage} did not purchase
and pay them therefor and how much and when.
That on a hearing a decree be rendered, setting
aside annulling vacating and holding void the
fraudulent deed of trust of W. Sage to William
D. Brashier Trustee, dated May 11th 1871; that the deeds
and the sale to Robert D. Gains and A.R. Sargeant
to James Worley and Harrison Sage, be annulled vacated
and set aside; that the creditors herein enforce, and the
same or so much thereof be sold, and the proceeds
thereof applied to the payment of the creditors
claim after paying and satisfy in the judgment
of John P. & Mary Hammonds if the same should
be held valid. and for all other further &
general relief they may deem just &c.

W. G. & H. P. Moore

615.85
 a 15.85
 3 16.51
 3 5.70
 3 3.75
 3 5.84
 3 1.84
 3 67.68
 1.15
 3 7.60
 3 00
 62.05-

1881

HPD

A. M. Ely for Me.

vs Bill Ely

William W. Sage et al.

13th Nov 1881
 I, William W. Sage, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...
 Witness my hand and seal this 13th day of November 1881.
 W. W. Sage
 County Clerk

1877 then cleared to sell
 1878 " " 1/2 per cent
 1879 " " 1/2 per cent
 1880 " " 1/2 per cent

1881 Aug Contd
 1882 Contd this year
 1883 " " " " " "
 1884 Contd this year
 1885 Contd " " " "

John A Kelly
To the Hon ~~Hon J Morgan~~ Judge of the Circuit
Court of V & C County

The bill of Complaint of Andrew M Eby Surviving
administrator of the estate of James A G Eby dec^d who
sues for the benefit of William W Anderson respect-
fully represents That on the day of the May term
1871 of this court. Your Auditor obtained a Judgment
at law against William W Loye for the sum of
\$3112.28 to be discharged by the payment of \$1153.12 of
which sum \$734.54 port thereof bears interest
from the 1st day of August 1866 and \$418.59 the
residue of the said \$1153.12 bears interest only from
the date of the said Judgment. The further sum
of \$7.39 was adjudged in said suit to the Your
Auditor for his costs. A copy of said Judgment is here-
with filed marked A. Upon this Judgment an
execution was issued from the clerk's office of said
court and has been returned by the Sheriff of
this county "No property found" A copy of this
execution and return thereon is filed here with
marked B.

Your Auditor now states That the
said Loye the Judgment debtor owns several tracts
of land lying in this county upon which his said
Judgment is a lien and inasmuch as he is unable
to make the money due him on said Judgment
out of his personal estate he is compelled to come
into a court of equity to enforce collection of his
Judgment out of the Judgment debtors land.

Your Auditor however states That on the 11th day
of May 1871 the said Loye conveyed to one Hiram
Brazier all the land owned by him lying in
this county but in trust as the deed expresses on
its face to secure to certain persons named in
said deed debts due to them from said Loye

A copy of this trust deed is herewith filed marked
C, which is prayed to be considered herewith as describing
the several tracts of land owned by the said Sage.

Said Sage avers and charges that the said
Sage made the conveyance aforesaid to the said Brozin
in anticipation of your avers obtaining a judgment
against him - the pendency of your avers suit at
the date of said conveyance was known to the said
Brozin and with the intent to hinder delay and
defraud your avers out of the claim due him
the said deed of conveyance was made and executed.

This trust deed was not made at the instance or
request of the creditors therein named but was a mere
device and stratagem conceived by the said Sage
with fraudulent intent to cheat delay and defraud
his creditors and especially your avers.
And as evidence of your avers charge he states
that the greater part of all the debts mentioned
are fictitious, some few of them may be truly
owing but nearly all of them are either fictitious
or paid. - By reference to this trust it will be
seen that there is conveyed a variety of personal
and perishable estate as well as lands. Yet the
said trustee is inhibited from selling any of the estate
conveyed for the period of seven years from the
date of said deed before the expiration of which
time much of the personal estate must necessarily
either be consumed or destroyed by time which
circumstance is evidence per se of fraud.

Your avers prays is that ^{William H. Brozin} Claiborne Young and
Robt A Young loti partners in trade under the firm & style
of C. Young & Sons, Henry W Holdway and Henry S K
Morison partners under the firm and style of
Holdway & Morison, Joseph L Campbell, Charles

Danahy, Harold Mores, John M Lot, William
J Muncy ^{as in or} Archelais Fullman, Joseph Bellamy
James L Loyd, John Arty, George Milbourn, Born
Milbourn, John O Hammond, Mary Hammond
Henry J Morgan admr of the estate of Mrs. Coates, Thos
L Hannan, A R Surgeon, Russell J Milham
Wm R Graham, Henry J Morgan, M D Richmond
and Wright Stickly, Merchants under the style
of

Charles Danahy surviving
partner of the late mercantile firm of Danahy &
Broth, Thos L Combs, Cora Bailey John M
Whitehead Andrew Milbourn, The creditors mentioned
in said trust deed, And William W Sage and
Hiram H Brozin be made defendants to this bill
that they answer the statements made ~~in this bill~~
upon oath. That ~~they also answer~~ the defendants
who are creditors as named in said deed ~~and~~ ^{severally}
and state succinctly and specifically showing the
true amount due him or them from the said Sage
- that ~~he~~ upon a hearing a decree be rendered
annulling and setting aside the said trust deed
and that the lands conveyed ~~conveyed~~ thereby
be a sufficiency thereof be decreed to be sold to
satisfy your avers judgment - A sale of the
land becomes necessary because your avers states
that the rents and profits thereof would be
insufficient to pay and satisfy the same within
the period of five years. But should your
Honor be of opinion upon a hearing of this cause
that the said trust is valid. Then he prays
that a decree be rendered directing a commission
to rent out said land until the time arrives
when the trustee is authorized to sell and have
the proceeds of the rents applied to your

Proctor said Judgment and grant of the
and general relief. May Summons issue &
Hogan & Pridemore

Am I ever in Ely Summery street?

Wm. J. Dill - Esq

Wm. W. Long - Esq
Eschscholtz - Esq

(H. B.)

Persons named in the trust deed
of George as his creditors to wit

C. Gandy & Sons	{	Thos L Leary
Holdway & Morison		Geo Bailey
Jos L Campbell		John McWhitcomb
Chas Daugherty		Andrew Milburn
Harriet Moncrie		
John McTear		
Wm J Munnery		
Archibald Fullerton		
Wm J Munnery admr of Geo		
Joseph Bellamy		
Jos T Laid		
John Gray		
Geo Milburn		
Boon Milburn		
Wm R & Mary Hammond		
Henry J Morgan admr of Geo		
Thos L Hammond		
A R Surgeon		
Russell J Milburn		
Wm R Graham		
H. J Morgan		
Richmond Co.		
H. M. Ledbetter for		
Daugherty & Beatty		

Virginia.

At a circuit court continued and held for Lee County,
at the court house thereof, on Tuesday the 16th day of May 1871.

Andrew H. Cole Surviving admin of the
Estate of Jas. H. Cole Decd.

vs

Plffs

Defts

On consent

William H. Sage

judgment for \$2112.28. but to be discharged by the payment of \$1152.11
with legal interest on \$734.54 from aug 1st 1866 till paid & the rest
later cts 1.73 J. B. W. 87 cts 209. Atty 250 Add for cts.

Wm. L. Gibson Esq.

(7)

To the Honorable John S. Kelly Judge of the Circuit
Court of Lee County Virginia;

The answer of Harrison Sage, the defendant to the bill
of complaint exhibited against him by Andrew M.
Caly surviving administrator of himself and personal
representative of James S. Caly Decd., who sues for the
benefit of Patrick Hagan, complainant this defendant
~~now the answer~~ and at all times hereafter serving and
serving unto himself all benefit and advantage
of exception which can or may be had or taken to the
many errors uncertainties and other imperfections in
the said complainant's said bill of complaint contained
for answer thereto or unto so much and such parts thereof
as this defendant advised is or are material or necessary
for him to make answer unto answering said bill.

Your orator would respectfully represent on or about the
month of February ~~1871~~ ¹⁸⁷² he ^{his} purchased from ~~my~~ father Mr.
M. Sage ~~and~~ ^{for a tract of land} known as the Surrency Wadden tract which
was bought from Locky Wad as filed in complainant's
bill marked (C) the ~~quantity~~ ^{the} little estate in said Wadden
as your orator then understood, and further the said tract
of land was deeded to your orator on the 8th day of April
1872 at the suggestion of my father, and admitted to said
on the 16th May 1872, for which I paid my father ^{with a note} \$350.00
in money as charged by complainant, your orator was a
very young man at that time and just arrived of age,
but your orator denies the charge of complainant that you
orator had no money for the reason that he had the money and
will show how your orator got the money to pay for the Surrency
Wadden tract, and will state that ^{his} grandmother -
Lydia Sage gave your orator \$350.00 in money with this
understanding, that if she ever called on ~~me~~ ^{him} for it or needed

half in her old age your orator was to refund it and if she never called for it it was your orator for all time to come, and so admitted your orator to buy the said land. Your orator further states that he purchased a piece of land from his father, as set forth in complainant's bill, at the price of \$10.00 known as the Dutta Belcher tract, your orator thinks he made this purchase in April ¹⁸⁷¹ ~~1872~~, but was not conveyed to your orator till the 8th of June 1872 by Dutta Belcher and admitted to record 26th June 1872 your orator collects that he fully paid for the land in April ¹⁸⁷¹ ~~1872~~, but this your orator cannot say as to the day of payment. But was early in the spring of 1871. Your orator further states that he purchased a short time after the sale a 70 acre tract a sale by W. H. Brashier Trustee and sold to Robert S. Young for the sum of \$805.00 believing as your orator did, that the sales of W. H. Brashier Trustee was a legal sale and that there would be no difficulty about it.

Your orator further states that he has paid the said R. S. Young all the purchase money except ^{at once} \$200.00*. And this defendant denies all wherein he is by the said bill charged without this, that there is any other matter cause or thing in the said complainant's said bill of complaint contained material or necessary for this defendant to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, ordered, is true to the knowledge or belief of this defendant all which matters and things this defendant is ready and willing to aver maintain and prove as this Honorable Court shall advise and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf moving fully sustained, and now having fully answered the complainant by this respondent prays same to be dismissed with his reasonable costs in this behalf expended and he will ever pray -

*he denies that the p[er]f has any judgment lien on any of the land he claims, not the two first named tracts.

Because at the rendition of said judgment Mr. W. Sage had no interest in it, not in the tract sold to Respondent, Young. Because the deed of trust had conveyed it in trust before, and it was sold by ~~the~~ the trustee to Young. & By going to respondent, he denies that the deed of trust is fraudulent, but insists it is valid & binding & should be upheld & enforced,

Virginia.

I, James W. Orr Clerk of the County Court in and for the County and State aforesaid, do certify that Harrison Sage this day personally appeared before me and made oath that the facts stated in the foregoing depositions so far as made from his own knowledge are true, and so far as made from information derived from others he believes them to be true.

By me in and under my hand, this 5th day of April 1876.
James W. Orr, Clerk.

Harison. Page 154

21 } Answer

Anderson. M. Cady Sur
adms of himself and per
sonal representative of James
G. Cady Secy for the benefit
of Patrick Hagan Liff.

1876 Nov, this Ind. filed by
leave of the Court.

Virginia Sec Circuit Court
J. M. Ely Survivor & Hor
D. Huguenot Pif }
VS } Dammes
Wm W. Hays et al depts }

The defendants come
and severally say each one
for himself alone that the
matters alleged in the Bill
is not sufficient in Law for
the plf. to maintain such
Bill upon against each
of the depts separately, they
therefore each dept. for
himself separately demur
to the same & pray judg-
ment of the Court thereon

Burns et al for
each dept sepa-
rately,

J. W. Sturge et al

ans } separate
Demure of
each debt

J. M. Ely for P
Huguenot

1876 Nov, this Sumner, filed

James W. Orr, Clerk.

1

To the Honorable Judge John A. Kelly for
the Circuit Court of Lee County.

The answer of Wm. W. Sage one of the
defendants to the bill of complaint exhibited against
him et al. by Andrew M. Caly sur Adams of himself and personal
representative of James J. Caly who are complainants, the defendant
for the benefit of Patrick Hagan
now, and at all times hereafter, saving and
reserving unto himself all benefit and advantage
of exception which can, or may be had or taken
to the many errors uncertainties and other im-
perfections in the said complainants said bill
of complaint contained for answer thereto or un-
to so much and such parts thereof as this defendant
advised is or are material or necessary for him
to make answer unto, answering saith,

That the said judgment Lien as marked & filed
by Complainants as part of their bill, does not constitute
a lien untill ~~it is~~ ^{the removal} thereof and for this that
the said Trust Deed to H. H. Brashier Trustee was made
and duly admitted to record on or about the 11th of May
1871, ^{and is prior thereto} Your orator executed the said Trust Deed for the sole
purpose of giving and paying his own creditors, and to save
himself as far as was in his power from his securities embraced
therein, and your orator denies the charge of fraud as is
alleged in complainants bill.

Your orator admits that the said complainants judgment
has never been paid by your orator, for the reason that all
his real property was already secured to his preferred cred-
itors in said Deed of Trust executed to H. H. Brashier as
Trustee and at the time of its execution your orator
had no personal property liable to levy as your orator
now recollects except that which was included in said

Trust. As to the charge of the complainants as to many of the debts in said paper marked (C) and which the complainants charges your orator as being fictitious or not properly due from your orator, your orator denies it in toto, for the reason that a large amount of the County claims was paid by your orator's securities for 1870.

Your orator has since the execution of said Trust paid a large amount of debts, and your orator further denies the charge of complainants that your orator executed the said Trust for the purpose to hinder delay and defraud the complainants of their said judgment.

The complainants charges that the said Trustee had full and fair notice of said fraud at the time and before the execution of said Trust your orator denies for the reason that the creditors in said Trust knew nothing about it until the same was executed for their benefit.

Your complainants charges your orator when acting as Constable for the years 1858 and 1859 upon certain claims were due from your orator as Tax collector for the year 1870 and were afterwards paid by your orator and his deputies of the taxes in your orator's hands belonging to the County of Lee your orator denies said charge for the reason that since the execution of the trust deed the said William Chandler and R. L. Miller have all since paid debts since the execution of said Trust, according to the true intent and meaning of the same, and paid said debts for your orator amounting to some \$270.00, dollars.

Your complainants charges your orator with a sum amounting to \$1644.00 payable to various parties and due in the name of M. L. Litchell for the benefit of Charles Bratley Curving partner of himself and John M. Beatty Sec, your orator alleges that the same has been paid by

3

your orator and his defects according to the true intent and meaning of said trust,

Your complainants charges your orator with other claim payable to Thomas L. Galy et al your orator alleges that the same has been paid by your orator and his defects or far as your orator now collect according to the true intent and meaning of said trust,

Your beneficiary in said complainants bill alleges that he paid a large amount for said complainants judgment yes, I suppose about 50 per cent, to hands and ruin your orator upon an unjust, inequitable, and unwarrantable, judgment against your orator that ever emanated from a Court of Justice,

Your orator alleges that he received the sum of from James Wesley as stated in complainants bill and your orator executed a deed to said Wesley according to the true intent and meaning of said Trust, but your orator denies that said complainants judgment is a lien upon any property as was included in said Trust.

Your complainants alleges in their bill the sale of a certain tract of land amounting to some 74 acres by your orators order and said Trust made sale thereof according to law and was purchased by L. S. Young for the sum of \$805.00 and your orator denies the charge of said complainants that he the said Sage did not use said Young anything or that he your orator received nor one cent by reference to a settlement between your orator and said Young and her with filia marked (A) and may be considered as part of your orators answer to complainants debts and your orator denies that said sale was made to his delay and defraud your complainants out of their judgment as your orator alleges that they the complainants had no lien upon your orators property.

Your nator admits that there was a sale of a govt tract according to law and by ^{your} nator's order, and as there was no payment made under said sale the said sale was a nullity, but your nator denies that he entered into a certain agreement with one Daniel S. Dickinson and A. R. Sergener et al of his securities to hinder and delay and defeat your complainants out of their inequitable judgment.

Your complainants alledge and charges that there was a disagreement arose at the time of the sale of your nator's two tracts between your nator and the said D. S. Dickinson and A. R. Sergener et al your nator denies in toto any disagreement or difficulty at that time whatever.

Your complainants alledge and charges your nator as being the owner of two tracts of land not included in Schedule (C) your nator did purchase a tract of land from one Locky Reed at the price of \$233.00 as well as your nator now recollects, the title of the same was in Greenbury Wallen as your nator understood, afterwards your nator sold the same land to my son Harrison Sage for the sum of \$300.00 in money for which he paid your nator before the deed in complainants bill was made executed (C) by — Greenbury Wallen which your nator directed said Wallen to make your nator son Harrison the deed in question.

Your complainants charges and alledge that the said Harrison Sage was a very young man he was old enough to be his own master as he was born October 20th 1851.

Your nator denies that the deed made by Rutha Belcher to Harrison Sage was for the purpose of fraud as charged by complainants, that matter stood thus your nator bought a piece of Land from Ruthy Belcher for the sum of \$10.00 and afterwards sold off the eastern end of the land to Charles M. Hall for the price of \$15.00

5
Then your orator sold the residue of the land to your
orator Gen. Harrison Sage for the sum of \$10.00 your
orator called on Ruthy Belcher to carry title to both
Hill and Page separately, which she did, your orator
held her title bond at the time of the conveyance your
orator has no interest in said two tracts of land and
your orator was fully paid for the same, Your orator denies
that any Judgment could have existed at the time
nor was it done for the purpose to hinder or delay com-
plainant's said Judgment Lien, or for the purpose of fraud.
Your orator admits that his petition in bankruptcy
was rejected and not upon the grounds of the Debt of
Trust.

Your orator charges and alleges that the said complainant
has run a writ of suggestion against E. L. Hambleton
of the Est of S. S. Dickinson dec'd. for the sum of 17 or
\$1800.00 which is and does belong to the State for taxes paid
to your orator in the hands of S. S. Dickinson your orator's
deputy.

Your orator in answer to special interrogatory in complainant's
said bill does hereby state that there was no agree-
ment, between your orator and S. S. Dickinson on the
day that the 70 a tract, and the 90 a tract was sold nor
were there any agreement with Senger or any other
person or persons that your orator recollect, and further
that a written notice was given to N. R. Senger to
authorize H. H. Bashard Justice to sell the 90 a tract and the
70 a tract no difference or over on that day when your
orator's tracts were sold at the Court House.

Your orator would state that another time, Stephen S. Senger
came to your orator whilst your orator was in jail at Sneed-
ville Hancock County Tennessee for the purpose of getting a written
permission to authorize your orator's Justice to sell more of said

lands as they the securities were, and would be pressed
very much, and which your orator did give to S. S. Sugan
the lands embraced in said Trust and was advertised
by said trustee to be sold in the premises, when the day
of sale arrived, S. S. Dickinson A. R. Senger Patrick Tracy
came to the sale and some other persons which your orator
does not now recollect, the lands were offered for sale
the 210 a tract and 77 acre tract there was an exception
for Jacob Basmick in said Trust, the two tracts were offered
for sale your orator remained a few days from the rest of the
crowd in company with S. S. Dickinson and A. R. Sugan
Some propositions being suggested by your orator to wit if
anything could be done, whereupon it was agreed that the
Trustee should sell the 210 a and 77 a tracts for the highest
price they bid with this understanding that Dickinson
and Senger should bid off the land on their behalf
and Joseph Bandy Patrick Tracy for which Dickinson
and Senger were to advance the money to pay off the
Richmond debt, with this understanding that your orator
represented to them that he had a promise from his son
Horner and another son Jack Sage and your orator
son in law Calvin Hall, that if anything could be done
so they could see we could all pay out, they would help
your orator, It was then agreed that they should bid off
the land, have it decided to them by the Trustee, and give
Sage sons and son in law as long as the Trust deed gave
time to pay up with 10 per cent interest and your orator
boys was to hold possession of said lands until the time
agreed on and the lands paid for, and it was further
agreed, that if said Dickinson Senger Tracy and Bandy
should suffer otherwise after the time specified by reason of
your orator's security they were to forfeit what they had paid
to Dickinson Senger Tracy and Bandy, Dickinson and

7
Sugener made this agreement with your orator, was to
prepare all the papers against the next term of the Court
which your orator did and went to the Court House to
complete all the agreement went up into a room in
the Court House with N. R. Sugener S. S. Dickinson and
S. S. Sugener to fully complete the agreement with some
other persons your orator does not recollect being asked if
your orator had prepared the papers your orator replied he
had and pulled them out of his side pocket your orator
does not recollect whether he had commenced reading
them or not, at that time S. S. Dickinson jerked out
his knife, and made at your orator in great rage with
knife drawn and swore that your orator had stolen the
case, your orator thinks N. R. Sugener S. Sugener caught
him or he Dickinson might have killed your orator then
Dickinson went out of the room and we all went out
and that was the cause of the difficulty and winding
up of it, they failed to pay your orator or comply with
their agreement or the whole thing was a nullity, and after
wards these four persons agreed that the same land -
should be resold;

Your orator is in possession of the 70 a tract has not paid
R. S. Young any rents, but has it rented from another
party your orator controls the business transaction of the
lands, but various parties hold possession except the 70 a
purchased by R. S. Young which he resold, and your orator
made a contract to remain on with that other party and
it was from that fact that your orator never paid R.
S. Young any rents.

Your orator in answer to the amount of debts yet owing
says that he owes no debts in such fraudulent deed of
trust nor does your orator know of such fraudulent deed
ever existed, your orator does owe a large amount of debts

yet in a true and brief deed of trust,

Your orator would say that he does not owe R. S. Young anything embraced in said trust as your orator has fully paid them,

The amount of your orator's debt in said trust on settlement with R. S. Young amounted to \$426.82, and the residue was paid with personal property, that is to say balance of the purchase price of the 70 a tract.

Your orator does not exactly know how S. S. Senger and your orator stands but thinks in a fair settlement that your orator would owe S. S. Senger some \$25.00 or \$30.00

Your orator denies the charge of complainants that he told H. H. Baashin Trustee, that by creating a deed of Trust was to get off from the judgment lien of said complainants for the reason that no judgment had been rendered in favor of A. M. Early at that time, but your orator admits that by giving a deed of Trust, that it would give his own just credits the priority to his effects both personal and real estate,

Your orator further says that it would be impossible to pay all and did think and yet think it was right and equitable to secure his own just credits which your orator got value received for,

Your orator further states that he has paid a large amount of said debts mostly with the money that the property has been sold for and money collected,

Your orator did not borrow money from James Worley as your orator understood at the time, but James Worley executed a note to Henry L. Morgan for which he was to settle certain debts one of which was owed to H. L. Morgan and the said Morgan did settle which your orator believes was included in said deed of Trust assigned to by complainants and further the said H. L. Morgan

let your orator have some notes in said transaction which
your orator transferred to N. R. Senger one of his secretaries
Your orator further states that he deeded James Wray
two tracts of land that was embraced in said Trust
to secure the said Wray for the sum of \$660.00 that
Wray had become responsible to N. R. Senger your orator
thinks and yet believes that he had full right to carry
and your orator further states that there has been nothing
said to said Wray only the land,

Your orator further states that the debt of C. Young & Son
was not fully paid at the suggestion of C. Young & Son
but ^{at} the suggestion of your orator.

And this defendant denies all wherein he is by
the said bill charged without this, that there is any
other matter cause or thing in the said complaint
said bill of complaint contained material or necessary
for this defendant to make answer unto, and not herein
and hereby well and sufficiently answered confessed traversed
and avoided or denied is true to the knowledge or belief
of this defendant is ready and willing to answer maintain
and fore as this honorable Court shall advise and
humbly prays to be hence dismissed with his reasonable
costs and charges in this behalf most earnestly submitted
And notwithstanding fully answered the complaint by this
respondent prays hence to be dismissed with his reasonable
costs in this behalf expended and he will ever pray &c.
Wm. W. Sage

Virginia, Lee County, to wit.

I James W Orr Clerk of the County's circuit Courts of
said County do certify that Wm W Sage this day personally
appeared before me and made oath that the facts stated
in the foregoing answer, so far as made from his own
knowledge, are true, and so far as made from information

derived from others he believes them to be true.

(Given under my hand this April 5th 1876.

James H. Orr. Clerk.

William H. Sage Sept

28 } Answer

Anders. M. Ealy Sur
Adms of himself and per-
sonal representative of James
J. Ealy Dec for the benefit
of Patrick Hagan & Plffs

1876. Now this has filed
by leave of Court.

James W. Orr Clerk.

A M Ely & Co.

vs
Wm W. Luce et al

} M Ely

This Cause came on this day to be heard on a motion by the defendants J. L. Lingen J. H. Bundy P. H. Lewis, L. J. Bailey, W. W. Lewis, Alexander Wynn, L. R. Lingen Wm. P. Miller, J. H. Lewis, Jns W. Bailey J. M. Whitehead Jonathan Dolter, Jas H. Jones and Jns Worthy to remove several vacates, set aside & correct. The decree ~~of sale~~ ^{of sale} undisturbed in this cause, - And the motion being ~~definitely~~ ^{argued} argued by counsel in conclusion whereof the same is overruled and the parties aforesaid are ordered to pay the beneficiary his costs, ^{heavily incurred} And the Cause then came on to be further ~~undisturbed~~ ^{undisturbed} heard on the papers formerly read and report of J. L. L. Pickmore special Commissioner filed Sept 12th 1877 and was argued by counsel. And it appearing by said report that of the lands in the here mentioned the Commissioner sold as prescribed by the former decree the following tracts of land to wit a tract known as the Ferguson tract

of 210 acres which was bid off by
A. N. Sargen, J. S. Sargen and J. H.
Luisy at the price of \$561. The
tract known as the Bear-Hollow tract
consisting of 100 acres was bid off
by the same parties at the price of
\$233.10, out of the purchase price
whereof there was paid in hand towards
costs the sum of \$47.54 and for the
remainder to wit \$826⁴⁴/₁₀₀ the Commission
took the bond of the parties to be paid
in 1, 2 & 3 years of equal instalments to
wit interest from the day of August 1877
with A. N. Anderson their security,

It also appears that the 39³/₄ acre tract
was bid off by James Barker at the
price of \$120. out of which he paid
\$16 towards the costs and for the remainder
\$104. He executed his bond with Hiram
H. Brazier his security. The 90 acre
tract was bid off by Harmon Loe
and W. W. Lambert at the price of
\$409⁵⁰/₁₀₀ out of which the purchasers
paid \$28⁹¹/₁₀₀ towards costs and for
the residue to wit \$380⁵⁹/₁₀₀ they executed
bond with Henry J. Sargen security
all of which notes or bonds bear

the same debt and payable in the
same manner, And it appearing
that these notes were for a full
and fair price And the report
being accepted by the same in
consideration is confirmed.
It is further ^{ordered} that the said
Commissioner A. S. Ridgeway proceed
and collect the several sums of purchase
money at the same rate & value, and
pay the same to the beneficiary Patrick
Hoyan ^{on the amount due him} And report to this Court
from time to time And the cause
is continued.

+ And before the said Commissioner proceed to
collect said purchase money he shall execute
a bond before the Clerk of this Court to the effect
that he will pay the same in the sum of \$10,000
if he fails to do so within the time specified
in his order.

15313

6

627878

75198

115270

191417

A M E. G. L. P.

25 { Allen conf
report of 20th

H. H. L. G. L. P.

Large note on the same
subject.

A. N. Ely for ex.

213 Decree -

W. H. Sage et al

March 5. 1879

Enter Page 40.

J. W. Orr Jr. R.C.

Comm. to pay over
to D. Hagan

Enter this decree

April 4 1879

J. W. Orr.

est. R. Surfer & al.
vs.
est. M. E. Ly admts &c. } Ch. Chancery

Upon the calling of this cause, at the
present term of the Court, the Defts filed their
Demur. & pleas, which were set down for
argument, and the cause by agreement is continued
until the next term.

6.09
3.79
2.30

ad. N. Surpener & Co.
N. 3. 1000.

ad. M. Ely ad. 1000 & Co.
March Term 1879,

Quittance Page 35;

R. 20 On Dr. 1000.

Filing Jan. 10/79
to B. Review -

Quittance
L. 1000
ad. 1000

Mr. [unclear] } the [unclear]
Mr. [unclear] & [unclear]

Ed. W. King for 14
1/2 Dec 18
Mr. W. King for 14

Respectfully
Yours
J. W. King

Entered Page 167

R. W. King for 14
Filing of answer
J. W. King

J. W. King

Sept. 21/8

City of

as { given

large at 1/2

Entered page 751

Chompe

Overriding motion & leave
to B Review & Confining
Sale.

2. 4/7/70

and as to the said seventy acres no further proceedings is to be had to vacate the deed of trust and the mortgage made by the trustee to R D Young but the same is to remain valid and secure under the deed of trust, and consequence imposed by the trustee of the 70 acres to said young, and as to the balance of 130 acres conveyed to H Sage by Gregory Wallen and the tract called the Belcher tract which are not embraced in the deed of trust the Bill is dismissed with costs of prosecution.

A M. Ely for &c

against

Mrs W. Sage et al

Plff

In lcy

Deflt

This Cause came on this day to be heard on the bill of the plaintiff exhibits filed answer of deflt Mrs W Sage depositions of witnesses and was argued by counsel, And on motion of deflt Mrs W Sage leave is granted him to withdraw his answer, And ~~as to the other defendants the bill is taken for confessed, and by consent of deflt Mrs W Sage, an consideration whereof~~ and by consent of ^{it is adjudged and decreed that} deflt Mrs W Sage, the deed of trust executed by deflt Mrs W Sage to deflt H. H. Brazier trustee is vacated Annulled and set aside, as to all the property therein mentioned except the 70 acre tract of land in the deed mentioned and known as the home tract of deflt Mrs W Sage and which has been conveyed by said trustee to Robt D Young.

It is further adjudged and decreed That the deflt Mrs W Sage pay to the hereiciary \$1160.81 with legal the same being the judgment in the life mentioned with interest on \$734.54 ^{part thereof} with legal interest on the same from the 1st day of August 1866, and the like interest

on \$418.59 from the 18th of August
1871. And the costs of this suit.
And should the defendant fail to pay
the amount herein decreed within 30
days from the rising of this court, then
Arthur L. Pickens who is hereby
made a special Commissioner for the
purpose is directed to sell the land
in the said trust and mentioned except
the aforesaid 70 acre tract of land
or so much thereof as may be necessary
to satisfy this decree and costs of
expense of sale. The Commissioner is
directed to make sale of said land
at the front door of the Court house of
this County on some court day on a
credit of 1, 2, & 3 years except the costs
which will be required to be paid in hand.
Before sale is made the Commissioner
shall post notice on the front door
of the Court house of this County
and in the neighborhood where
the lands lie setting forth
the time place and terms
of sale. He will report his
action to this Court and the cause
is continued.

A. M. E. L. S. R.

V { Deane

Mr. W. Dyer et al

Expend Order Book
page 615 & 616.

James W. Carr, et al.

Deane annulling trust
deed.

Encl.

In A. K.

Oct 2 / 77

In matter of
William M. Sage.
Bankrupt.

Wm M. Sage, Esq.

You will take notice that on the 25th day of April 1874 in the Clerk's office of the County Court of Lee County Va. I shall proceed to take the depositions of A. R. Sengener others to be read as evidence on my behalf in the District Court of the United States for the Western District of Virginia in support of the specifications filed by me opposing the discharge sought by you as a bankrupt. If necessary the taking of said depositions will be continued from time to time till finished.

18th April 1874.

Andrew M. Ely.

Defts W. W. Sage R. D. Young and Harrison Sage & c^{ts} to those depositions, because taken without notice, because they can not be used as evidence in this Court because taken in ^{any} other Court, and between different parties and upon different issues, ~~to be~~ and because there appear to be only a copy April 3rd 1881.

Jurus Shotton
for Sifts. //

1
The Depositions of Hiram B. Brazier Stephen McPherson
Andrew J. Stickam and William A. M. Baker taken
before David Miller Com. of U. S. District Court for the
Western District of Virginia on the 25th day of April
1874 in the Clerk's office of the County Court of Lee County
Virginia pursuant to a notice herewith filed which
Depositions are intended to be read as evidence in the
District Court of the United States for the Western District
of Virginia in behalf of Andrew M. Ely in support of the
specifications filed by him opposing the discharge
sought by William H. Sage as a Bankrupt ^{which} Depositions
are taken pursuant to a notice hereto attached.

Met pursuant to notice at the County Court Clerk's office
of Lee County Virginia on this the 25th day of April 1874
and no witnesses appearing the taking of said Deposi-
tions is continued until the 18th day of May 1874 at the
same place.

David Miller Comr.

Met again pursuant to adjournment at the County Court
Clerk's office of Lee County Virginia on this 18th day of
May 1874 and no witnesses appearing the taking of
said Depositions is again continued until the 23rd
day of May 1874 at the same place.

David Miller Comr.

Stephen McPherson a witness of lawful age after being
duly sworn according to law deposes and says; as follows
to-wit:

That he is well acquainted with the lands belonging

to the said William M. Sage which lies on the waters of Hallens Creek in Lee County Virginia and which he said Sage owned at the date of the Deed of Trust he executed to Hiram H. Brazier as Trustee and his judgment is that said lands were worth about Twenty-two hundred and fifty dollars at the time said Sage went into Bankruptcy but he is not acquainted with any other lands the said Sage owned at the time above alluded to.

Witness further states that he has now before him the said Deed of Trust executed by Wm. M. Sage to Hiram H. Brazier as recorded in Deed Book No 16 in the County Clerk's Office of Lee County which Deed bears date on the 8th day of May 1871 and which is acknowledged & admitted to record on the 11th day of May 1871 and that the personal property therein named was very well known to witness at that time he being a neighbor of said William M. Sage that is at the date of said Deed of Trust and from his best recollection the personal property was worth about as follows, The 12 head of horses were worth \$800.00, the 4 Oxen \$125.00, 4 cows & calves \$80.00 he has no recollection of the worth of but one Don and that was worth about \$20. but his estimate would be that the balance of the Cattle were not worth less than \$45.00, the 25 sheep were worth \$1.00 each making \$25.00, The waggons and cart were worth about \$60.00, The threshing machine he regarded as not worth anything, The 37 head of hogs he cannot speak very accurately about them but from what he remembers he thinks they would average \$2.00 each, The two Chester hogs he valued at \$15.00.

1
The 500 pounds of bacon was worth \$5000 The growing
crop is a thing about which he could only have to make
in the year 1871 a rough estimate and was worth
about \$2500 after the crop was matured witness does
not think that this is an over estimate of its value.

Witness further states that he is well acquainted with
Brom Milburn a citizen of Lee County and that he regards
the debt on him conveyed in said deed of trust as a good
and solvent debt.

Witness regards the household furniture mentioned in
said Trust Deed as worth about \$1000, The bee hives were
worth about \$1500 The windmill was worth about \$500, The
Blacksmith Tools were worth about \$1500. He cannot tell
the value of the Cabinet Tools. The Farming Tools were worth
about \$2000, The 5 bushels of Clover seed was worth about
\$500, He knows nothing about the values of the wood work
of the wagon mentioned nor the chests and trunks and watch-
es but he regards the clock as not worth anything and he
regards the debts on McPherson and Bazier as being worthless.
Witness further states that of the foregoing personal and
other additional property there remained on the place on
which the said William M. Sage then and now resides
3 head of horses of the value of about \$3500 11 cows worth
about \$800 2 Chester hogs worth about \$1500 other hogs
worth about \$3500 household and kitchen furniture
worth about \$1000 wheat oats corn hay &c about \$2000
all of which was on his said Sage's place and in his
apparent possession at the time he went into Bankruptcy.

Witness being cross examined by William M. Sage states that some four or five years before the said Deed of Trust was given by Sage to Brazier the said W^m M. Sage exchanged two tracts of land in Lee County Virginia known as the Fox Den Tracts to one Patrick Riley for a tract of land lying in Tennessee but Witness further states that these two Fox Den Tracts are not any part of the lands alluded to in the foregoing part of this Deposition and are not included in the estimate made by one in valuing said Sage's lands. This information I derived from conversations I had with Riley and Sage and from them I learned that they estimated the Fox Den Tracts at One thousand Dollars in the trade that they had made and that Sage gave some boot but he does not know how much but knows that he gave a debt of \$12500.

Witness further states that he would estimate the Fox Den Tracts to be worth about four or five hundred Dollars.

Witness further states that in a conversation about the said Deed of Trust with said Sage and Brazier after the deed was executed and after he Sage had filed his Petition in Bankruptcy the said Sage told him that he executed said Trust Deed to secure all his just creditors in preference to those from whom he had not yet value received and that by executing said Trust Deed he prevented the creditors whom he secured from pressing him. And further this Depo^{nt} saith

2
rest.

Stephen McPherson

Andrew J. Hickam another witness of lawful age deposes after being duly sworn deposes and saith as follows:

That he is well acquainted with the lands owned by William M. Sage on the waters of Wallens Creek in Lee County at the time he executed the deed of trust to Abram H. Brazier and that in his judgment all the lands he then owned on Wallens Creek in Lee County Virginia exclusive of the Fox Den Tracts which said Sage had sold and transferred to Riley some time before were worth about \$250,00 as estimated by the foregoing witness and witness thinks that McPherson's valuation of said lands is a very fair one and further this Deponent saith not.

Andrew J. Hickam.

Abram H. Brazier another witness of lawful age after being duly sworn according to law deposes & says: That he was the trustee in the Deed of Trust executed to him by Mr. W. Sage and some time before the execution of said Deed of Trust the said William M. Sage came to him and related to him his embarrassed condition stating to him that he expected a judgment to be obtained against him as security of one John W. M. Eli, for some twelve or fourteen hundred Dollars, and the said William M. Sage then and there advised with witness whether or not

it would be best for him to execute a Deed of Trust as the said judgment when obtained would take from him said Sage all or nearly all of his property. Witness advised him that probably it might be best for him to execute his said Deed of Trust. Witness then understood as he has at all subsequent times in conversations with said Sage that the object of giving said Deed of Trust was to get rid of the said Ely judgment as anticipated and that it never was the intention of the said Mr. Sage to have his property sold under the deed of Trust but it was the understanding of the witness that the object of executing and giving the Deed of Trust was to defeat & delay the collection of the Ely judgment that was anticipated and that he understood the said Deed to allow Mr. Sage to hold and dispose of the said property.

Witness further states that he never took into his possession any of the personal property or sold any of the same or authorized any one else to sell the same but he understood that Wm. A. M. Baker, Deputy Sheriff of Lee County after said Deed of Trust sold some of said property under executions but which executions he understood had priority by way of lien over the personal property embraced in said Deed of Trust. Witness further states that something like a year ago he does not remember the time at the request of Mr. Sage he sold a part of the lands embraced in said Deed of Trust at the front door

of the Courthouse of Lee County and Robert D. Young, became the purchaser of one tract - the home tract at the price of \$805.00 and Abraham R. Sargner became the purchaser of the other tract - sold at the courthouse door - at the price of something like \$10000 which was the 90 acre tract claimed by A. E. Jackson & others. Subsequent to this time he made another sale on the premises of a tract of land or rather two tracts that is the one conveyed by Sargner's heirs of 210 acres the other by Wm. Parsons wife joining each other known as the back valley tracts and said A. R. Sargner became the purchaser also at about the price of \$327.00.

Witness further states that none of this purchase money for which these lands were sold ever came into his hands but that William M. Sage produced to him the receipt of R. Young & Son for their debt & that the Holdway and Mainor debt was settled by one Harrison Sage a son of the said William M. Sage executing his note in lieu thereof with his father the said Wm. Sage as security, thereto as witness now remembers and in this way the debt was cancelled and the original note given up to Witness as trustee. There was an order given by Hiram Mainor and John M. Tate for something over \$30000 on their debt secured by said deed of trust to one George Tankersly who together with Mr. Sage came to his house and Tankersly then & there executed to witness as trustee a receipt for the amount of said order and these are all the transactions in the way of settling debts that witness had anything to do with.

as trustee or otherwise and these payments were treated by witness upon the representations of William M. Sage the actor in the transaction as made out of the purchase money due from Robert D. Young and he has executed a Deed as trustee to said Young for the land he purchased. The said A. R. Sengener so far as witness knows has never paid anything for his said purchases but he has applied to witness to convey the land he purchased by him the said Sengener. But the said Sage had previously told witness that there was an agreement or understanding between him and the said Sengener with which Sengener had not complied and unless he did he should not have a deed to any of the land he purchased and he forbade him to make the deed to Sengener but the said Sage did not tell the witness what the agreement was.

Witness further states that he is well acquainted with the land embraced in said deed of trust and the first tract mentioned therein as being purchased from Joel Sengener of 210 acres on the S. Side of Wallens ridge was purchased by Sage before the war for the price of \$1200.00 and witness thinks that on a credit of one & two years with interest from date the said tract would bring and is reasonably worth \$1200.00 and if the other tracts mentioned in the Deed of Trust were sold in the same way he would estimate their value as follows. The tract of 39 acres adjoining the above tract would be worth \$195.00 and the tract of 50 acres adjoining the said 39 acres conveyed to said Sage by the heirs of Henry J.

Ferguson deed would be worth \$350.00, and the 100
acre tract adjoining the same conveyed to said Sage
by William Parsons and Wife after excluding Jacob Ras-
nick's purchase mentioned in said Deed and supposing
from the statements of said Sage that there are 70 acres
yet in this tract it would be worth about \$350.00 and the
tract conveyed by he J. Sprinkle to Sage of 100 acres would
be worth about \$500.00, and the tract described as the home
tract conveyed to said Sage by Benjamin Dickinson Deceased
would be worth about \$1200.00 the other and last tract de-
scribed in said Deed as 90 acres granted to W^m & James
M. Sage all of which is now owned by the said W^m M. Sage
is difficult to fix a value to for this reason. There is now
and was at the date of said Trust deed in action at law
in Ejectment pending in the Circuit Court of Lee County
for said land in the name of A. E. Jackson & others against
said Sage which should the said Jackson recover the lands
Sage's title thereto would be worthless but if he said Sage
succeed in holding said land it is worth about \$250.00
Thus it will be seen that witness as trustee has sold the home
tract & the tract described in said Trust deed to the Jace M.
Ferguson 210 acre tract. the tract conveyed by W^m Parsons &
wife subject to Rasnick's purchase and the tract of 90 acres
patented to James & W^m M. Sage and that these are the only
lands that he as trustee has sold but that he hears Mr. W^m M.
Sage who is now present say and admit that he the said
Sage has sold privately the the 100 acre tract conveyed to
him by he J. Sprinkle to James Worley and that he has

also sold in the same way to James Morley the 50 acre tract conveyed to him by the heirs of Henry J. Ferguson. Witness further states that he and Sage went over the land situated in Hancock County Tennessee four miles east of the town of Sneedville and which was owned by said W^m M. Sage at the time he filed his petition in Bankruptcy which tract contains by estimation some 300 or 400 acres and which is worth and was worth at the time about \$1000.00 and which is the land he Sage acquired from Patrick Riley by exchanging to him the Ex Don tracts mentioned by Stephen M. Pherson in his Deposition. Witness upon being cross-examined by William M. Sage states that if the lands heretofore valued by him in this Deposition were exposed to public sale to the highest bidder for ready cash it would be difficult if not impossible to give any correct estimate of what they would bring such sales are not usual in this country and owing to the present momentary pressure that now prevails and the scarcity of money in this section of the State since the close of the late war lands would scarcely bring at such sales half their intrinsic value and it would be difficult to effect many such sales at any price.

Witness upon being further cross-examined by W^m M. Sage says that it was always his understanding from said Sage that said Deed of Trust was executed by him to prevent the collection of the Ely judgment that he anticipated would be obtained against him as the security of John M. M. Ely so as to enable the said Sage to live and hold his property and

Keep the property under his management and control so as to enable him to pay the debts of his own contracting and the object was to hinder delay and prevent the collection of the said judgment.

The Defendant - W^m - Mr. Sage asked the witness the following question. Did you or not hear Daniel S. Dickinson Deputy Sheriff for William M. Sage say that he had already paid out a large amount more than was coming to said Sage and that said Sage owed him?

The plff by his counsel objects to the answer to this question because the same is hearsay and irrelevant.

Hagan & Pridemore

Atty for Plff.

Answer to the above question - I did.

And further this Deponent saith not

Hiram H. Brazier.

William A. M. Baker another witness of lawful age being duly sworn according to law deposes & says: That he has been Deputy Sheriff in Lee County since the execution of said deed of trust executed by said Sage to Brazier and sold all of Saiges property that has been sold under executions issued from Court since that time and that he has sold a threshing machine five head of colts a lot of Smiths tools 1 set of Cabinet tools 500 lbs of bacon 1 bay mare 5 head of young cattle which was sold on the 30th day of July 1871 all of which sold for the price of \$301.81 and he afterwards sold a bay horse at the price of \$90.00 and a

yellow horse for about \$40.00 or \$45.00 and a red steer for \$20.00
Witness further states that he has heard Mr Sage say, that
his object in giving said Deed of Trust was to get rid of the
Judgment against him as security of John W. M. Edy, as if he
had that debt to pay it would take his property and that
he could not pay his own debts.

And witness on being cross-examined by Mr W. Sage
states that said Sage never prevented him from selling
any of his property embraced in the Trust Deed under ex-
ecutions. And further this deponent saith not.

W. A. M. Baker.

Virginia Lee County Court Clerk's Office May 23rd 1874
I David Miller Comr. of U. S. District Court for the Western
District of Virginia do hereby certify that the foregoing
Depositions of Stephen McPherson Andrew J. Hickam Hiram
H. Bragier and William A. M. Baker were duly taken sworn
to and subscribed before me on this the 23rd day of May
1874 at the County Court Clerk's Office of Lee County Virginia
pursuant to a notice hereto attached and in the presence
of the parties the said William W. Sage being present and
cross-examined.

David Miller, Comr.

of U. S. District Court W. Dist. of Va.

Bill of Costs.

Witnesses A. J. Hickam 1 day, Stephen McPherson 1 day,
H. H. Bragier 1 day, Thomas L. Farnin 1 day,
Mr W. A. M. Baker 1 day. David Miller Comr. 8 hours
Taken the foregoing Depositions. \$6.00.
David Miller, Comr.

A copy.

Teste, B. Giddens,
District Clerk.

U. S. Clerk's Office
Abingdon Va.

15th February 1877.

Patrick Hagan, Esq.
Jennettsville, W.
Dear Sir.

Please find herewith Depositions in the
Bankrupt case of W. W. Sage - which I have care-
fully compared with the original and find correct.
My fee for copy, is \$3.75 which please remit and
oblige -

Respectfully,
B. Gildersleeve,
District Clerk.

L M & Co for Dr

20 { Deposited

W W Doyle & Co

Filed for 31st 1877.
James W. Conck

Virginia Lee County To wit

This day J. L. Pridemore personally
appeared before me James W Orr Clerk of the Lee County
Court and made oath that Howard Maines,
Joseph Belongy George B Milburn ~~and~~ John Milburn
and Jonathan Dalton are now residents of this
Commonwealth Given under my hand
this 28th day of October 1875.

James W Orr. Clerk

In the City, Dec 20

vs. Affidavit

Wm W. Sage et als

Filed Oct. 20th 1875.

James H. Con, clk.

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County.

The undersigned special Com. missioner in the
case of A. M. Ely for &c. against William W. Sage
et als a chancery cause now pending in your
honors court, begs leave to report, that in per-
suance to, a decree rendered in said cause
at at March term 1877, your Com. missioner
in pursuance to said decree advertised said
lands as therein directed, and on the first day
of the August term 1877, proceeded to sell by
out cry to the highest bidder the lands men-
tioned and referred to in said decree.

He first sold the tract known as the Ferguson
tract of about 210 acres, and the same was bid
in by A. R. Surgeson, S. S. Surgeson and S. N.
Linsay at the price of (\$561.00) Five hundred and
Sixty one dollars. - He then offered the tract known
as the "Bear hollow" tract consisting of about 100 acres
and the same was bid in by the same parties at
the price of \$333.00. Three hundred & thirty three
dollars. Your Com. missioner then required of them
the payment of his commission \$26.22, and their
part of said cost, \$47.32, and took their bonds
payable in one two & three years with interest
from date for the sum of eight Pound Twenty
six dollars, 44¢. with S. R. Anderson as
security which your Com. missioner deems good.

He then offered the 39 $\frac{1}{4}$ acre tract and the same
was knocked down to Jesse Bortz at the
price of \$1209 one hundred & twenty dollars and he
required this purchaser to pay \$10 down & \$6.00 year
Commissioner's charges & \$10 upon the cash. The purchaser
then executed his bond for the sum of one hundred
& four dollars payable in one two & three years
with interest from date & Henry H. Brushie
signed as security which is also good.
He then offered the 90 acre tract situated near
Stickleyville and the same was purchased by
Harrison Sage and H. N. Lambert at the price of
(\$409.50) four hundred and nine dollars & 50 c. and
they paid down the sum of \$28.91 - of which sum
\$17.90 was the Commission and the residue \$11.01
was paid on the cash. And they then gave their
bond payable as the terms for the sum of \$380.59
three hundred & eighty \$900 dollars with Henry H.
Lambert as security, which also seemed perfectly good.

All the sales thus made was very good indeed
far better than was expected even by Sage himself
and more than could perhaps be realized again.
Sage's security stood by, and they were hoping
to see that they saw that the land brought fair
& some high prices. After deducting the cash &
Commission above it will be seen that there is
now due upon these sales the sum of \$1311.00.

net proceeds of sales. The plffs judgment according to my calculation on the first day of August 1877, amounted to, exclusive of costs, the sum of \$1744.52 - About the first day of August or a little before the plaintiff received from C. L. Hamblin, adm of David S. Dickinson clearance on account of the said Dickinson liability to pay the sum of \$373. which deducted from said judgment leaves the sum of \$1371.52 still due the plff. The sale of said amount to the sum of ~~\$1311.03~~ \$1311.03 which deducted from the plffs judgment leaves \$60.49 still due him after the full application of the proceeds of sale of said.

It is hardly possible that there may yet be realized that sum by the plff from said Hamblin unless an agreement is of or no further sales will be necessary - Your Commissioner thought it best to not make further sales until that fact was realized the reason because to do so would have required the sales of land, now owned by James Worley who is a pretty heavy sufferer as one of my associates & Commissioner desire to spare him if possible. All of which is respectfully submitted.

Sept. 11th 1877.

A. L. Melville
Special Commissioner

L.M. Ely for &c

Trust.

Report of
Commissioners Railroad

Wm Sage et al.

Filed & Sent 12th 1877.
James W. Orr, clk.

4 tracts sold

Since the rendition of said Judgment, said Sage became the equitable owner, of two other tracts or parcels of land situated in this county, and properly, so far as your orator can learn, described in two other deeds herein after referred to. One being a deed executed by Henry B. Waller, the other by Nath. Belcher, and both purporting to convey these lands to Harrison Sage.

1871

Aug. 18th

1872 Jan'y 22^d

1875 - June, 1875

A. & P.

Andrew M. Ely Surviving.

Letter of the Estate of J. G. Edwards

256.

Yours Safe

Mr. R. Underwood's account for \$312.28 but to be discharged
by the payment of \$153.13, with legal interest on
C. C. Hamblin's \$4.54, amounting 1st 1866, till paid and the
Costs Rate Clerk \$1.93, J. R. Jr \$5.00, Clerk 2.04,
May 2.00 Total for C. 58. Total for R. 58.

Her value received, I assign the above pur-
chment to Mr. W. Anderson, August 14th 1871
O. M. Tully.

Acapp. Test.

James N Orr. Clerk.

The fa

Li Ku.

Hi Lu.

No property found the de- cocking
bullet having entered his property
by the side of the C. and O. 24. 1871
C. L. Hambliss L. 6

Not executed no property found
Subject to law S. L. Hamblin
B. S. L. Co. 1875.

Her value asd. I assign
and transfer to Patrick Hagan
the judgement obtained in
my name as surviving partner,
against Mr. W. Sage & found on
the opposite page July 26 1875 -
J. M.oley
I hereby assign to Patrick
Hagan my interest & that I may
have in the judgement as
the opposite page of J. M.oley
survive. vs, Mr. W. Sage. Sept
20 1875 W. W. Anderson.

Date of plth payment.

May 16

1871

A.V.P.

N.Y.P. S. M. Ely Surviving administrator of the estate of
James S. Ely deceased of Lee County Virginia

Against

William M. Sage of Lee County Virginia Virginia

(See Let. A. B. 485)

Principles

W. G. Trilant

Judgment for \$3112.28 to agree-
gate penalties of the bond, and an-
not to be discharged by the payment
with interest on \$34.52, part of the
of August 1866 till paid and
clerk \$1.93, \$53.90 & 1/2. \$42.21

A true copy from the Judgement line pocket Book now in my office.
Teste - James W. Orr. Clerk.

Where
Dock-
street.

~~May~~
17th
1871

.60
2.10
.70
1.40
4.80
60
\$ 5.40

Patrick Hagan assigner

vs } Copr of Judgment

William W. Sage et al

Exhibit "A"

This deed made and entered into this, the 8th day of
May 1871 by and between William H. Sage of the County
of Lee and State of Virginia of the one part, and
Hermon H. Brasier, Trustee of the other part, both of the
County of Lee and State of Virginia of the other part,
Witnesseth, That for and in consideration of the debts herein
after mentioned, and the present securities mentioned the
said judgment being to the several parties hereinafter men-
tioned, and for the further consideration of one dollar in
hand, paid, by the said Hermon H. Brasier, Trustee to
the said William H. Sage, the receipt whereof is hereby ac-
knowledge, the said William H. Sage hath and doth by
these presents give, grant, bargain, sell and convey to
the said Hermon H. Brasier, Trustee as hereinafter men-
tioned the following tracts of land, situated, lying and
being in the County of Lee to wit:—one tract of two
hundred and ten acres purchased of Joel M. Ferguson,
on the south side of Hallings ridge and bounded as
follows in the — of Ferguson, to the said William H. Sage
in described to which reference is made for its bound-
ary. One other tract adjoining the same of thirty nine
acres, purchased of Henry Spraul and bounded as in
the deed of said Spraul and wife to the said William
H. Sage is described, to which reference is made and
one tract of fifty acres adjoining the same, deeded to
the said William H. Sage by the heirs of Henry J. Ferguson
see. to which reference is made for boundaries, and tract
adjoining to same of one hundred acres more or less
excepting a piece sold to Jacob. Kessick, was deeded by
William Parsons and wife to which reference is made for
boundaries, and tract adjoining the same of one hundred
acres for which reference is made for boundaries, deeded
by Dr. G. Spinkles and one tract of about seven acres more

or copy, being the same tract deeded by the heirs of Benjamin
Dickerson dec. to which reference is made for boundaries.
One tract on the north side of gravel mountain of 80 acres
patented to James and William M. Sage and J. M. Sage interest
deed to Wm M. Sage by James M. Sage as to his part for
which reference is made for boundaries. Also the
following personal property, 12 head of horses, 4 oxen
4 cows and 4 calves, 2 steers, three heifers, 25 head of sheep,
three waggon, one cart, sewing thimble one ~~threading~~ machine
and appliances belonging to the same, thirty seven head
of hogs, two fine chester hogs, five hundred pounds of
bacon, also the present growing crop of corn oats and
hay and wheat in the lands mentioned standing and
planted, also one debt on Boon Millers of about
500 dollars 3 Kettles, 2 pots one safe, one butter
fine beagles with deer and henny belonging thereto, one
wind mill one sett blacksmith Tools one sett of cob-
inett tools one big plow, with all my farming tools
not except from Boon, 5 boxes 5 bushels clover seed,
the wood work of one two horse waggon and harness for the
same, two chests, one crib, one clock, two watches and the
amount of debts on Mephuss's Prairie by assent of Wm
Mephuss surety to have and to hold the aforesaid tracts of
land, personal property and debts with all and singular
their appertinances unto the said Meriam M. Brasier, trustee as
aforesaid, free from the said William M. Sage his heirs and
assigns forever. Nevertheless subject to the following con-
ditions and trust, whereas the said William M. Sage is indebted
to C. J. J. J. J. in the sum of about three hundred and
fifty dollars, evidenced by notes and receipts, and to Hold-
way and Morison in twenty five dollars as evidenced by
note, and also to Joseph S. Campbell 100.00 subject in part

on certificates, evidenced by note or notes, also to
Charles Doraty in about the sum of about 60 dollars
evidenced by note also to judgement, also to Haver Chas and son Dec. 7 to the sum of about eight hundred
dollars evidenced by account which will be closed
by note or settlement, also to William J. Morgan
admr. in about the sum of one hundred and fifty
three dollars evidenced by judgement and execution
also to archless Fulkerson for about \$160.00 evidenced
by judgement and execution, also to William J. Morgan
administrator of John Dec. in about the sum of \$125.00
evidenced by judgement and execution, also to Joseph
Belamy in about 50 dollars as evidenced by judgement
also about 70 dollars to James S. Lloyd acts
of John Wise Dec as evidenced by judgement, also to
George and Boon McLennan my surety to John P. and Mary
Hammont in about \$600.00 evidenced by a suspending
bond. also to Henry J. Morgan acts of Mrs. Cumers
Dec. in about \$130.00 evidenced by receipts, also about
\$100. dollars Thomas L. Human evidenced by note,
also S. R. Servenger and others in my last official
bond as tax collector for the year 1856, also Russell J.
Muturn and others surety as my surety, in my
official bond for the year 1858 & 1859, as Constable for
any liability that may occur or has occurred for
which they are liable for by reason of such const.
liability when they have paid the same. also some
County claims are in favor William R. Graham for the
benefit of Henry J. Morgan for the year 1870, amount
\$200. same for the benefit of Richmond Co \$209.00 surety
claims for Richmond and Co of purchasing Bee Stave for use
of Court House the same \$200.00 also to H. M. Leabetter for the
benefit of Doraty and Beatty \$50. also Joseph Dennally \$250.

also Richmond Bro, evidenced bounty claim #435.00
also are County Claims to Thomas L. Cumby #37. same to
John B. West #63.60 same to Can Bailey #26.00 same
John M. Whitehead for Court house County claim for
1877 #2650.00. Simeon Mulbourn #54.00 County claim
and Richmond and Co. same #66.00 evidenced by allurances
of supervisors. Now, if the said William M. Sage should
will and truly pay and discharge the said debts and
interest thereon to the several parties herein before named
within seven years from this date and save harmless
the said sureties in the suspending bonds aforesaid and
save harmless all his sureties herein mentioned from
any and all liabilities evidenced therein, then this deed
to become null and void and the said lands personal
property and debts crop hereby conveyed is to revert
to and revert in the said William M. Sage. But should he
fail to pay said debts that are ascertained unsettled
in amount within seven years from this date and
indemnify and save harmless his sureties such as they
soon as their liabilities liquidated and ascertained,
then the said trustee by the said parties herein before
named whose debts are secured hereby or by the said
sureties where their liabilities are liquidated ascertained,
the said trustee shall advertise, the time, place and
terms, he will sell the land property herein named at
least thirty days before the day of sale at least 3 different
places one must be on the Court House door proceed
at at the Court House door on a court day or
on the premises of said Sage at a convenient hour
of the day sell at public outcry to the best bidder
for cash in hand the said land personal property
or so much thereof as will pay said debts and thus

interest and the costs of making this deed, as well in-
demnify and save harmless the said creditor, and
sureties aforesaid and will pay the trustee 5. per cent
on the first three hundred dollars and two ~~per~~ a half
per cent on the residue on all sums so ^{raised} ~~paid~~ by said
sale and in case he makes sale then he is of the pro-
ceeds thereof to pay and satisfy said debts and pay
off and discharge the liabilities of the said creditor,
and sureties aforesaid and retain his commission pay the
costs for making according this deed and any access
remaining of the same, raised by said sale after paying
indemnifying and remaining as aforesaid he agrees to
pay over to the said William H. Sage and it is
hereby especially understood, that in case of sale of
any of the property hereby conveyed, the said William
H. Sage hath right and power to direct what shall
first be sold and designate and direct the articles
specified of property or land in succession until
all is sold, and it is further understood and
agreed that at any time after seven years that
two thirds of the creditors of said Sage including
said Sage's sureties against the said trustee in writing
to make sale, then he is to close as though all had
joined in said request and should to two thirds
refuse or fail to join in a request, to the trustee to
make said sale when duly requested by any one
of the said creditor's sureties, then in that case any
one may have enough of said property or land sold
by notifying said trustee, who is to see enough to
satisfy said claims or indemnify said individ-
ual or so many as may join in such a request
although not two thirds of said creditor's sureties
and pay satisfy, indemnify as herein contemplated

and the said trustee aforesaid doth hereby commit and
agree with the said William M. Sage that he will
faithfully and impartially fulfill perform each
and every duty that he may be under by this deed,
but it is further agreed and understood that the
said Sage is to have full power to sell and convey
any of the lands or property herein which goes to the
satisfaction of any debts herein mentioned. It is
further understood and agreed that any time before
the seven years shall expire, if the said William
M. Sage should request it of the said trustee, and
make known to the creditors herein before named
in any part thereof and shall post up notice
of the same at the Court House door at least 20
days before sale, the trustee may sell a sufficient
quantity of land or property to pay any debt
so requested or herein specified in return
whereof the said parties of the first and second
part hath hereto subscribed, their names and
affixed their seals this day and date herein first
above written.

William M. Sage (seal)

Hiram S. Brasher (seal)

Lee County Court, Clerk's office, the 11th day of
May 1871, the foregoing deed of Trust from
William M. Sage of the one part to Hiram S. Brasher
trustee for the benefit of various creditors of said
Sage in said deed mentioned, of the other part
all of Lee County, State of Virginia, was this
acknowledged before me by the said Sage and
Brasher to be their acts and deeds for the purpose
herein mentioned; and said deed being duly
stamped, is admitted to records.

Teste James W. Orr clerk.

A copy Test

James W. Orr. clerk.

William W. Sage

To S Deed of Trust

Uranus H. Brashear ^{right}

Exhibit "C"

"A5"

50
55
64
169

Know all men by these presents that I Wm. H. Sage
of the County of Lee and State of Virginia, for and in
consideration of Six hundred and sixty dollars paid
in full for said Sage as public officer, doth
grant bargain sell & convey unto James Worley of the
County of Lee and State of Virginia all that certain
parcel of land situated in the said County lying and
being on the south side of Walling Ridge, and dis-
cribed as follows. Beginning on a white oak on
a dividing line between said Sage and a piece of
land purchased by said Sage of Mr. Parsons and Campbell,
line on top of a ridge N. 15 W. to a stake in Taylors
line S. 80 W. with Taylors line 100 poles to a poplar
W 37 poles to 2 gums and white oak thence leaving the
Taylors line and running with Rovers S 3 E. 134 poles
to a poplar and white oak thence N 82 West 27 poles
to a stake Rovers Branch, thence down said Branch 8
poles to Benjamin Hills line thence E. 2 poles to two
Beeches and maple, thence S. 20 E. 34 poles to a stake
thence Northward 5 poles to a beech corner to
Mr. P. Duff's land near Brashear, and thence thence
thence N 65 E 14 poles to a white oak, thence N 9 W
24 poles to two white oaks, and two sourwoods and
poplar; thence N. 34 E. 93 poles to a white oak; thence
S 15 E 63 poles to a white oak in Campbell's line,
thence with his line N. 23 E. 121 poles to the Beginning,
Containing one hundred acres be the same more or
less with its appurtenances. Also one other tract
of land, Beginning on two small chestnut oaks
Maple and Sour wood a corner to said Sages land
at a branch in the River hollow on Taylors line -
thence South, 50 West with Taylors and Sages line
128 poles to a large poplar on the side of hill

thence thence with a divisional line between Henry
Hargensson dec. & said Sage to the top of said
ridge to two chestnut oaks and black walnut.
Thence easterly with the top of said ridge
to said Wm. W. Sage's land, bought of Wm. Parsons dec.
thence S. with said Sage's line to the beginning, con-
taining fifty acres be the same more or less to
have and to hold the said two tracts or parcels
of land with all their appurtenances to the said
James Morley and his heirs forever to the sole use
of him the said James Morley and his heirs
forever. And the said Wm. W. Sage doth covenant
and defend, the said lands to the said James
Morley against all other claims & by these mes-
sents doth bargain and deliver unto the said
James Morley the above named tracts of land
with all their appurtenances to have & to hold
forever. In witness whereof I have hereunto
affixed my name and seal this 6th day of February
1872. The foregoing intercession made before
signing

William W. Sage

Lee County Court Clerk's office this 10 day
of February 1872. The foregoing instrument of
bargain and sale for land between Wm. W. Sage
of the first part and James Morley of the second
part both of Lee County Virginia was this
day acknowledged before me by the said Sage
to be his act and deed for the purposes therein
mentioned ~~therein~~ and said deed & said deed
being duly stamped is admitted to record

Teste James W. Orr clerk,

I say true. James W. Orr, clerk.

William W. Sage

F. & Wheel

James Worley

Exhibit - "D"

This deed made and entered into this the 8 day
of April 1872, between Franklin Wallin, Rutha Wallin
his wife of the County of Lee and State of Va. of the one
part and Harrison Sage of the other part Witnesseth that
for and consideration of Three Hundred dollars in hand
paid the receipt is hereby acknowledged, witnesseth that
the above named Wallins hath bargained sold and delivered and
convey unto the said Harrison Sage a certain tract or
parcel of land containing one hundred and twenty acres
be the same more or less being being a part of a tract
granted to Franklin Wallin and bounded as follows to wit
Beginning in a buckeye a short distance below the
forks of two branches corner to Jacob Brattens land in
Lee County Va. Thence N. 44. E. 44 poles, to a white oak on the
top of a ridge corner to said Brattens land S. 62 E. 36 poles
to two bushes a red oak and red bush on the top of said
ridge N. 31 E. 20 poles to a black oak on top of said ridge
S. 66 E. 14 poles to a spotted oak, thence leaving Brattens line
and running North easterly with the top of said ridge
near the corner of a fence on top of said ridge thence North
Easterly down a steep hill crossing a branch to two
sugar trees and back two poles on the East side of a branch
thence running North Easterly about 60 poles to a bush on
the East side of a branch corner of said Wallins thence
westerly with said Wallins line to David Hillis branch
to a small buckeye and persimmon bush on said line
thence down with the branch with the meanders of the
same to the beginning. To have and to hold the above unto
the said Harrison Sage and his heirs forever the said

members Wallis Bertness walled their heirs and assigns cloth warrant and defend the said lands from themselves and all other claims unto the said Harrison Sage and his heirs forever with all and singular acts & proceedings and acknowledgements, whereby we have hereto set our hands and seals the day and date the day and date the said above given

Teste W. L. Hamilton

Given B. ^{his} ~~x~~ Muller (B) _{mark}

I the County Clerk of Lee County the 16th day of May 1872 the foregoing indenture of bargain and sale of land between Given B. Wallis & Bertness his wife of the one part and Harrison Sage of the other part as at that day acknowledged before me by the said Given B. Wallis to be his act and deed for the purpose therein mentioned, as said deed being duly stamped is admitted to record as the said Given B. Wallis. Teste James W. Orr Clerk.

I copy Teste

James W. Orr, clerk

This deed made and entered into this the 8th day of June 1872, between Rusta Belcher of Lee County and State of Va of the one part and Harrison Sage of the other part with intent that for and in consideration of ten dollars in hand paid unto the bargain grant all and delivers unto the said Harrison Sage the following described piece of land lying and being in Lee County Va on sinkhole Mountain in the walls of Blackwater Creek; being a part of the same land formerly called in the name of John Roberts by virtue

of land warrant No 21131 containing 712 acres dated this 19th of March, 1807, to wit Beginning on a Spanish oak and cedar on top or near the top of the Mountain on a line of a survey made in the name of Dick near the gap of the Mountain and running a straight line down on the north side of the Mountain so as to give one half of the Sulphur Springs to Harrison Sage and on a straight to a stake in a line of a thousand acre survey made in the name of William Roberts and John B. Noel thence with a line thereof N. 44¹/₂ about 500 poles to a stake in said line now James Roberts, thence square up the Mountain to a stake in said survey thence eastwardly to a poplar and white oak corner to 150 acre survey made in the name of Henry Dorsey N. 60 E. 112 poles to a hickory and sourwood thence N. 82 E. 144 poles to a white oak and hickory thence S. 70 E. 5 poles to a stake thence N. 43 E. 156 poles with Roberts line to a sugar tree and hickory and some bush by rocks thence S. 88 E. 51 poles to a white oak, thence N. 43 E. 10 poles to a poplar and white oak, thence north west 49 poles to a hickory and locus, thence N. 50 E. 361 to an ash hickory and hornbeam corner to Hesters survey and with the line of the same thence N. 45 E. 20 poles to the beginning containing two hundred and sixteen acres by estimation to have and to hold the said tract or parcel of land to the said Harrison Sage and his heirs and assigns against of all other persons whatsoever the said Rusta Belcher will warrant and forever defend the said lands against all other claims with its appurtenances in testimony hereof I have hereto set my hand and given my name to day and date above written.

Teste William B. Sage John B. Noel

Rusta Belcher (B) _{mark}

Lee County to wit: This day personally appeared before
me the undersigned an acting Justice of the peace in and
for Lee County and State of Va Rutha Belcher a single
woman and acknowledges the signing and sealing of the
same of the accompanying deed to Harrison Sage to be her
act and deed in my County for the purposes herein
expressed, given under my hand this 18th day of June 1872.

John Osborne J.P.

Lee County Clerk's office this The 20th day of June 1872
The foregoing indenture of bargain and sale for land
between Rutha Belcher of the one part and Harrison Sage
of the other part both of Lee County Virginia, being duly
stamped is admitted to record upon the certificate of
John Osborne a justice of the peace in and for the County
and State of Virginia. Note James W. Orr Clerk
Levy Note.

James W. Orr. Clerk.

Given D. S. William and
Rutha, Belcher

20 of Dec 1872

Harrison Sage

Witness 2 & 177.

This Indenture. This The 2nd day August, 1872
Between Hiram H. Broaden of the one part and
Robert D. Young of the other part whereas ascertained
William W. Sage of Lee County Va. by certain deed
bearing date May the 8th. 1870 and Recorded in
the Clerks office of Lee County did give grant
Bargain. and sell unto the said Hiram H.
Broaden his heirs and assigns all that certain
piece or parcel of land situated lying and
being in the County of Lee and State of
Virginia and bounded as follows to wit beginning
on a maple & Beech on the South side of Millins Creek
on the line of the line there 120 E 105 poles
to a stake in the Taylor line passing a Walnut
at 414 poles and with said line W 21 E 50 poles
to a stake in said line thence running
with a dividing line between the Miller
line and E by the McKinney W 16 N 20 to
a black oak and gum and small white oak
on the line and with said line S 83 N 74
poles to a dogwood and soar wood S 8 E 60 poles
to a white oak and black gum on the bank of said
Creek thence S 85 poles down the Creek crossing
the same to the beginning. Containing by
estimation 77 acres. together with the Tenement
and premises there to belonging or in any wise
appertaining in trust for the benefit of
C & R Burdison and others and by which deed
the said William W. Sage his heirs and assigns and
the survivor or survivors of them ~~and~~ and
were empowered on the part of the said William
W. Sage to perform certain acts and deeds therein
mentioned to sell the said property or lands or as much
thereof as shall be found necessary to fulfil the purp
ses of the said trust and provisions therein contained

and whereas the said William H. Sage failed to perform the Requirments contained in said deed the said Hiram H. Brasher in the execution of the Trust as above created did on the 17th day of July 1872 after giving at least 30 days notice of the time and place by advertising the same at the Courthouse and two other places. did expose to sale at the front door of the Courthouse the parcel of Land situated lying and being in the County of Lee to gether with the Tenement and premises there to belonging, or in any wise appertaining and which property was conveyed to the said Hiram H. Brasher by William H. Sage by deed bearing date May 4th 1871 and which is Recorded in the Clerks office of Lee County and to which deed Reference is hereby made for a more particular description of the said property at which sale the said Robert Dappling became the purchaser there of being the highest bidder now this Indenture witnesseth that the said Hiram H. Brasher in performance of his duties as Trustee of and for the said William H. Sage and for and in consideration of the sum of eight hundred and five Dollars good and lawful money of the United States to him the said Hiram H. Brasher at or before the sealing of these presents and which the said sum of \$8.05.00 to be applied by the said Hiram H. Brasher Trustee first to defray all the expenses attending the execution of the Trust created by the above said deed and secondly to pay unto the said C. R. Surgenon and others all the sum or sums of money due and owing him or them by or for the said William H. Sage his heirs and assigns in accordance with the provisions

in the above said to which Reference is hereby made for further information that the said granted Bargain and sale and by these presents to the said grant Bargain and sale unto the said Robert Dappling his heirs and administrators the title price or parcel or land to gether with the Tenement and premises there to belonging as above mentioned and described with all the appurtenances unto the said Robert Dappling his heirs for ever will warrant and for ever defend by these presents from and against all and every claim or claims demand or demands of him the said William H. Sage his heirs and against all every person by and through or under him or them in distress have hereunto set my hand and seal this day and date first above Written

Hiram H. Brasher

County of Lee to wit:

Granville C. Duff a justice of the peace for the County aforesaid in the State of Virginia do certify that Hiram H. Brasher whose name is signed to the writing above bearing date on the 2nd day of August 1872 has acknowledged the same before me in my County aforesaid. Given under my hand this 10th day of August 1872
Granville C. Duff J. P.

March 1875
Buckingham 1/25

Witnessed in Court
March 14 1875
Wm. A. Carr
H. B. B. B. B.
H. B. B. B. B.
H. B. B. B. B.

In County Court before Office this 14th day of March 1875
We George W. Carr of said County and State of
Tennessee, in witness whereof upon the certificate of
Charles H. Carr of Justice of the Peace and for
the County and State aforesaid.
Teste Wm. A. Carr J. C.

2
I come all under by these presents that we A. L. Bidmore
& Patrick Hegan are held and firmly bound unto the
Commonwealth of Virginia in the just and full sum of
Two thousand dollars for the payment thereof with
interest to be made to the said Commonwealth with
lawful and honest men, executors and administrators jointly
and severally firmly by these presents And we hereby
cure the benefit of our homeland exceptions to this
bond Witness our hands and seals this 3rd day of April
1777 The condition of the above obligation is such that
whereas said A. L. Bidmore has been by the Court
of Lee County Virginia appointed a Commissioner
in the Chancery Cause of A. T. Kelly for &c against
Wm H. Ruge &c to sell certain lands or in said cause
have if the said Bidmore shall well and truly do
and for and pay over all monies that may come into
his hands as such Commissioner according to the orders
of the Court then this obligation to be void otherwise
to remain in full force & virtue

A. L. Bidmore
Patrick Hegan

1. The College
 2. Board of Trustees
 3. Mr. W. S. Clark

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY...GREETING:

WE COMMAND YOU, That of the Goods and Chattles of William W Sage

late in your bailiwick, you cause to be made \$ 3112.28 the penalty of ^{certain} ~~a~~ ^{Portioning} Bond, to be discharged by the payment of \$ 1153.13 with legal interest, ~~thereon~~ ^{from the} ~~1st~~ ^{part thereof} day of August 1866 till payment, which Andrew M. Ely surviving Adm'r of the Estate of J. A. Ely deceased

lately in our ^{County} ~~County~~ Court for Lee county, have recovered against him by ~~motion~~ ^{suit} on said Bond, also \$ 739 which to the said A. M. Ely Surviving Adm'r in our said Court were adjudged for costs in that behalf expended, whereof the said Sage

is convicted, as appears to us of record. And that you have the same before the Judge of our said ^{County} ~~County~~ Court, at the Court-House on the first Monday in October next, to render to the said Ely Surviving Adm'r as aforesaid of the Debt and costs aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 18th day of August 1871 in the 26th year of the Commonwealth.

James W. Orr CLERK.

6.4.59
2.2.50
7.39

1153.13

734.54

418.59

(8)

21st P.

A. M. Ely, Surveying
Adm'r

vs. H. Ha

William W. Sage

C. et al. Rules 1871.

For value received of
assign the within H. Ha.
to Mr. W. Anderson
August the 18th 1871

A. M. Ely

Mr. Lamm 1871. O B. 458.

No property found - The defendant having
conveyed the property of a share of land
24th August 1871

L. J. Hamilton S. R.

Virginia. — In the clerk's office of the circuit court of Lee County,
the 13th day of November 1875.

Andrew M Ely Summing Admir of himself and
Wm S Ely, personal representatives of James A Ely
decd, who sues for the benefit of Patrick Hagen Plaintiff
against
Wm W Sage & others Defendants } In Chancery.

The object of this suit is, to obtain a decree, setting aside, annulling,
vacating and holding void, the deed of trust from Wm W Sage to
Hiram H Brasier Trustee, dated May 11th 1871, and annulling, vacat-
ing and setting aside the deeds to James Worley and Harrison Sage
and the sale to Robert D Young & A. R. Surgenor in the bill mentioned,
and to enforce the plaintiffs ^{judgment} lien upon the lands in the bill menti-
oned. And it appearing from an affidavit filed in the cause, that
the defendants Howard Mainess, Joseph Belamy, George B Williams
John Williams & Jonathan Dalton are non residents of this common-
wealth, it is therefore ordered that they appear here within one
month after due publication of this order, and do what is
necessary to protect their interests in this suit.

A Copy

Teste James W Orr, Clerk.

I certify that on the first day of the November Term 1875, of Lee
County Court, I posted a copy of the above order at the front
door of the Court house of Lee County. Given under my hand,
this Nov 1875.

James W Orr, Clerk.

Andrew M Ely Surety

vs { Order Pub.

Am W Sage et als.

Copy to Lee County Sentinel
Nov 13th 1875.

James W Orr. Clerk.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY, GREETING:

WE command you to summon Wm. W. Sage, Hiram H. Brazier, Trustee, and C. Young, Robert D. Young, and David Young, late merchants and partners, trading under the firm, style and name of C. Young & Sons, Henry W. Holdway and H. S. K. Morison, lawyers and partners, practicing under the firm, style and name of Holdway & Morison, Joseph T. Campbell, Howard Maness, John M. Tate, James J. Muncy administrator of the estate of ——— Zion deceased, Archalus H. Fullerton, Joseph Belamy, James T. Loyd, administrator of the estate of John A. deceased, George H. Milbourn, Henry B. Milbourn, Henry J. Morgan in his own right and as the administrator of the estate of Wm. Carnes deceased, Thomas Cannon, A. R. Surgener, John Milbourn, A. J. Bailey, Wm. P. Miller, S. H. Leary, Wm. W. Levaey, Stephen S. Surgener, Joseph H. Brady, John M. Whitehead, H. Lersey, A. M. Ely, Alexander Wyan and Jonathan Dalton. The last named retaining the surviving securities of themselves and Daniel S. Dickinson, deceased, as securities in the last official bond of Wm. W. Sage for the collection of taxes for the year 1870, Charles L. Hamblen, administrator of the estate of Daniel S. Dickinson deceased, R. J. Mileham, James Chandler, M. D. Richmond and Wright Stickley the last two merchants and partners under the firm, style and name of Richmond & Co., Charles Daugherty surviving partner of himself and John M. Beatty deceased, late merchants and partners, trading under the firm, style and name of Daugherty & Beatty, Thomas S. Ely, sheriff, administrator of the estate of Joseph Venable deceased, Thomas L. Cumbo, John B. West, Carr Bailey, Andrew Milbourn, John P. Hammond, Mary Hammond, James Worley, Green B. Wallen, Ruth Belcher, Harrison Sage, Samuel Bevin, Wm. F. Taylor, auditor of public accounts and Wm. W. Anderson.

To appear before the Judge of the Circuit Court of Lee county, at the Court-house in the Clerk's office at December Rules next, to answer a bill in chancery exhibited in our said court against them by Andrew M. Ely, surviving administrator of himself and Wm. S. Ely, personal representatives of James A. G. Ely deceased, who sues for the benefit of Patrick Hagan. And have then there this writ. Witness, JAMES W. ORR, Clerk of our said court, at the Court-house, this the

8th day of November, 1875, in the 100th year of the Commonwealth.

James W. Orr, Clerk.
John M. Beatty, Clerk.

Edward H. Bazier
 on C. Young Robert Young
 " David Young Thomas Young
 " F. J. Baley Wm. D. Baley
 " Barr Baley Harry Young
 Page

246 Scott St
for Snow & Co.

6. A. started... on 2. B. ...
for Norfolk. Jas. B. ...
B. H. ...
by leaving ... at his re-
house ... member of his
family ... M. ...
...
...
for ...

Wm. M. Eddy & Co. for
vs. J. A. in Chancery
Wm. W. Sage et als.

Dec 2 miles 1875.

Exacted by doling out
to copy as the within to

J. F. Nelson Henry B.
 Milburn & Lurgener Jas
 J. C. ndy John Whitehead
 W. L. Hamblin 3/4 mile from
 Mr. D. Richmond and Wright
 Fleckner Charles Daugherty
 Tho. Hale Tho. L. Camels
 Andrew Milburn and
 Mr. Henderson
 Tho. Hale Jr. & Co

The Commonwealth of Virginia,

TO THE SHERIFF OF ^{Scott} ~~LEE~~ COUNTY, GREETING:

WE command you to summon Wm. W. Sage, Hiram H. Brazier, Trustee, and C. Young, Robert D. Young, and David Young, late merchants and partners, trading under the firm, style and name of C. Young & Sons, Henry W. Holdway and H. S. K. Morison, lawyers and partners, practicing under the firm, style and name of Holdway & Morison, Joseph T. Campbell, Howard Maness, John M. Tate, James J. Muncy administrator of the estate of ——— Zion deceased, Archalus H. Fulkerson, Joseph Belamy, James T. Loyd, administrator of the estate of John Arey deceased, George B. Milbourn, Henry B. Milbourn, Henry J. Morgan in his own right and as the administrator of the estate of Wm. Carnes deceased, Thomas Pannon, A. R. Surgener, John Milbourn, A. J. Bailey, Wm. P. Miller, S. H. Levacy, Wm. W. Levacy, Stephen S. Surgener, Joseph H. Bundy, John M. Whitehead, P. H. Levacy, A. M. Ely, Alexander Wynn and Jonathan Dalton. The last named thirteen being the surviving securities of themselves and Daniel S. Dickinson, deceased securities in the last official bond of Wm. W. Sage for the collection of taxes for the year 1870, Charles L. Humble, administrator of the estate of Daniel S. Dickinson deceased, R. J. Mileham, James Chandler, M. D. Richmond and Wright Stickley the last two merchants and partners under the firm, style and name of Richmond & Co., Charles Daugherty surviving partner of himself and John M. Beaty deceased, late merchants and partners, trading under the firm, style and name of Daugherty & Beaty, Thomas S. Ely, sheriff, administrator of the estate of Joseph Venable deceased, Thomas L. Cumbo, John B. West, Carr Bailey, Andrew Milbourn, John P. Hammond, Mary Hammond, James Worley, Green B. Wallen, Ruth Belcher, Harrison Sage, Samuel Bevin, Wm. F. Taylor, auditor of public accounts and Wm. W. Anderson.

To appear before the Judge of the Circuit Court of Lee county, at the Court-house in the Clerk's office at ~~December~~ Rules next, to answer a bill in chancery exhibited in our said court against them by Andrew M. Ely, surviving administrator of himself and Wm. S. Ely, personal representatives of James A. G. Ely deceased, who sues for the benefit of Patrick Higan. And have then there this writ. Witness, JAMES W. ORR, Clerk of our said court, at the Court-house, this the ^{8th} day of ~~November~~ ^{November}, 1876, in the 100th year of the Commonwealth.

For so it is Clerk.
James W. Orr, Clerk.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY, GREETING :

WE command you to summon Wm. W. Sage, Hiram H. Brazier, Trustee, and C. Young, Robert D. Young, and David Young, late merchants and partners, trading under the firm, style and name of C. Young & Sons, Henry W. Holdway and H. S. K. Morison, lawyers and partners, practicing under the firm, style and name of Holdway & Morison, Joseph T. Campbell, Howard Maness, John M. Tate, James J. Muncy administrator of the estate of ——— Zion deceased, Archalus H. Fulkerson, Joseph Belamy, James T. Loyd, administrator of the estate of John Arey deceased, George B. Milbourn, Henry B. Milbourn, Henry J. Morgan in his own right and as the administrator of the estate of Wm. Carnes deceased, Thomas Fannon, A. R. Surgener, John Milbourn, A. J. Bailey, Wm. P. Miller, S. H. Levacy, Wm. W. Levacy, Stephen S. Surgener, Joseph H. Bindy, John M. Whitehead, P. H. Levacy, A. M. Ely, Alexander Wynn and Jonathian Dalton. The last named thirteen being the surviving securities of themselves and Daniel S. Dickinson, deceased securities in the last official bond of Wm. W. Sage for the collection of taxes for the year 1870, Charles L. Humblen, administrator of the estate of Daniel S. Dickinson deceased, R. J. Mileham, James Chandler, M. D. Richmond and Wright Stickley the last two merchants and partners under the firm, style and name of Richmond & Co., Charles Daugherty surviving partner of himself and John M. Beaty deceased, late merchants and partners, trading under the firm, style and name of Daugherty & Beaty, Thomas S. Ely, sheriff, administrator of the estate of Joseph Venable deceased, Thomas L. Cumbo, John B. West, Carr Bailey, Andrew Milbourn, John P. Hammond, Mary Hammond, James Worley, Green B. Wallen, Ruth Belcher, Harrison Sage, Samuel Bevin, Wm. F. Taylor, auditor of public accounts and Wm. W. Anderson.

To appear before the Judge of the Circuit Court of Lee county, at the Court-house in the Clerk's office at ~~December~~ ^{Feb.} Rules next, to answer a bill in chancery exhibited in our said court against them by Andrew M. Ely, surviving administrator of himself and Wm. S. Ely, personal representatives of James A. G. Ely deceased, who sues for the benefit of Patrick Hagan. And have then there this writ. Witness, JAMES W. ORR, Clerk of our said court, at the Court-house, this the 8th day of November, 1875, in the 100th year of the Commonwealth.

James W. Orr. Clerk.
Attest
James W. Orr. Clerk.

133.
\$16.50

A. M. Ely Sam & Co
vs $\frac{1}{2}$ Spainchy
 $\frac{1}{2}$
Wm W Luge et als

Heb Rules 1876.

Executed on Ruthen
Belcher.

Thos J Ely. D. S.
for Thos S Ely. D. L. C.

Has the **LARGEST** Circulation of any Weekly Paper in Virginia.

\$1.75 PER YEAR,

IN ADVANCE.

Office of

The Lee County Sentinel,

CHARLES WILLOUGHBY, Editor and Proprietor.

Jonesville, Va., Dec. 10 = 1875.

I hereby certify that the
order of Chaney, of which
the annexed is a copy, was
printed four weeks successively
ending to-day in the Lee
County Sentinel, a weekly
newspaper published in
the state of Virginia.

Chas. Willoughby

VIRGINIA:—In the Clerk's office of
the Circuit court of Lee county the 13th
day of November, 1875.

ANDREW M. ELY, Surviving Administra-
tor of himself and Wm. S. ELY, personal rep-
resentatives of JAMES A. G. ELY, decd., who
sues for the benefit of Patrick Hagan, Pltff,
against

Wm. W. SAGE and others, Defendants.

The object of this suit is to obtain a decree,
setting aside, annulling, vacating and holding
void, the deed of trust from Wm. W. Sage to
Hiram H. Brazier, trustee, dated May 11th,
1871, and annulling, vacating and setting aside
the deeds to James Worley and Harrison
Lage and the sale of Robert D. Young and A.
R. Surgener in the bill mentioned, and to en-
force the plaintiff's judgement lien upon the
lands in the bill mentioned. And it appear-
ing from an affidavit filed in the cause, that
the defendants Howard Mainess, Joseph Bel-
amy, George B. Milbourn, John Milbourn
and Jonathan Dalton are nonresidents of this
Commonwealth, it is therefore ordered that
they appear here within one month after due
publication of this order, and do what is nec-
essary to protect their interests in this suit.

A copy—Teste;

J. W. ORR, Clerk.

A. M. Ely Surv^{or}
vs { Certificate of Pub.
Mr W Sage et als
